

COLLECTIVE BARGAINING AGREEMENT

between

COMCAST

And

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

(Fairfield, N.J.)

March 1, 2015 – February 28, 2018

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**ARTICLE 1
RECOGNITION**

The Company recognizes the International Brotherhood of Electrical Workers, Local 827 as the exclusive bargaining unit representative for a full time and regular part time employees as set forth in Certification of the National Labor Relations Board in Case Number 22-RC-13070 who work at Comcast's facilities at 39 Kulick road or any replacement facility, but excluding all other employees, guards, supervisors as defined by the Act.

**ARTICLE 2
DUES CHECK OFF AND UNION SECURITY**

1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing in the Union. New employees shall become members of the Union on the thirty first (31st) day following their date of employment. These conditions shall be enforced and applied in accordance with the provisions of the National Labor Relations Act as amended. At the time of hire, all necessary Union forms will be completed and forwarded to the Union on a monthly basis. The Company agrees to discharge any employee for nonpayment of dues and initiation fees upon seven (7) days written notice from the Union to do so.
2. The Company shall deduct uniform initiation fees, regular Union dues and delinquent dues upon presentation to it of a lawful check off authorization in a form attached to the Agreement as Exhibit A. The Union shall certify to the Company the amount to be deducted. Said deductions shall be on a bi-weekly basis and will be remitted to the Union on a monthly basis by name and amount.
3. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or liability that might arise out of or by reason of deductions or other actions taken or not taken pursuant to the provisions of this Article.

**ARTICLE 3
MANAGEMENT RIGHTS**

1. Except as modified by an explicit provision of this Agreement, or established past practice that is acknowledged by the parties and established following the effective date of this agreement, the Company retains the exclusive right, to operate, control and manage the business and to direct the employees in the fulfillment of their duties as those duties are determined by the Company. The Company shall continue to be exclusively responsible for all managerial functions and prerogatives. The parties acknowledge that the explicit language of this Agreement shall govern and that, in no event shall any managerial right, function or prerogative be modified or diminished by any practice or course of conduct.
2. Specifically, but without any manner limiting or affecting the generality of the forgoing, it is understood that this Agreement shall not be construed to limit in any way the Company's right to determine the method of operations and services; to subcontract work subject to Article 28 ; to select and determine the number of its employees, including the number assigned to any particular work and classification and the number of employees within classifications assigned to any shift, work week or work location; to determine the qualifications of employees; to assign and direct the work of employees, including determination of the tasks and duties to be assigned to employees, to create new positions; to assign

new duties to existing positions; to determine the hours of work and to increase or decrease the number of hours worked; to evaluate performance, counsel, reprimand, suspend, discharge or otherwise discipline employees for just cause; to demote, promote, transfer, layoff and recall employees; to require employees to wear uniforms; to determine the suppliers and customers with whom it will deal, and the services materials, equipment and supplies that will be required; to increase or decrease the size of the workforce; to establish and enforce standards to measure and evaluate employee performance and productivity; to introduce new or improved methods of operation or technology; to close or move operations.

3. All of the rights vested with the Company prior to this Agreement are retained by the Company except as specifically and explicitly restricted herein. The Company's exercise or non-exercise of a retained right shall not operate as a waiver of such right. Nothing in this Article shall interfere with the Union's right to enforce other articles of this agreement by and through any means permissible.
4. The Company shall have the right to make and enforce new work rules, and to enforce, change, abolish or modify existing rules, applicable to employees covered by this Agreement, as it may deem necessary or advisable, unless it is expressly prohibited from so doing by a provision of this Agreement. Such work rules shall be reasonable and supported by the business related reasons and may include, but are in no way limited to, attendance policies, disciplinary rules, facility and equipment rules, operational rules and procedures, productivity standards and procedures, and safety rules and procedures.

ARTICLE 4 SHOP STEWARDS

The Union will appoint up to four (4) shop stewards to represent employees at grievance and disciplinary matters. The Union will notify the Company of all shop steward appointments or changes to the Shop Steward appointments. No more than two (2) shop stewards will be released from work for the first step of a grievance procedure or one (1) Steward for a disciplinary meeting. With the exception of time off for attending Step 1 and Step 2 Grievance meetings which will be considered time worked, Union business is to be conducted exclusively during non working time and may not interfere with the operation of the business. In no case may a shop steward leave his or her work assignment without first being excused by his/her supervisor. Except as stated above, in no case shall the steward receive compensation from the Company for time spent on Union business.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is defined as an allegation by the Union or the Company that an explicit provision of this Agreement has been violated. Grievances must be in writing and shall contain: (a) the name of the grievant; (b) reference to the specific language and section of this Agreement alleged to have been violated (including specific paragraph cites); and (c) a detailed account of the alleged facts which form the basis of the grievance; and (d) an explanation of how the alleged facts constitute a violation of the cited language. The grieving party may modify the grievance by adding additional grievants or modifying the specific language alleged to have been violated prior to filing the grievance to arbitration. The non-grieving party shall have no obligation to process a grievance that is not in compliance with the provisions of this paragraph.

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

3. The following procedure shall be utilized in the processing of grievances:

Step 1: Within fourteen (14) calendar days of the occurrence giving rise to the grievance, the grievance shall be reduced to writing in accord with the requirements of paragraph 1 of this Article and, in the case of a grievance filed by the Union, the grievance shall be presented by the Union steward to the grievant's direct supervisor or the Company's local Human Resource Manager. In the case of a grievance filed by the Company, the grievance shall be presented to the Union steward. The parties agree to meet and discuss the grievance within 14 days at this stage (unless mutually waived). The non-grieving party will have ten (10) calendar days to respond to the grievance in writing.

Step 2: If the grievance is not satisfactorily adjusted in Step 1, within ten (10) calendar days of the Step 1 response, the grieving party may move the grievance to Step 2 by submission of a written request for a meeting between the Regional Director of Human Resources and the Union Business Agent, or their designees. The meeting will be scheduled within ten (10) calendar days of the Step 2 request, or as otherwise agreed in writing by the parties. At that meeting, the grieving party shall present its case, and any supporting documents or proofs, and shall be obligated to specifically explain the basis of its allegation. The non-grieving party shall respond to the Step 2 appeal, in writing, within ten (10) calendar days of the meeting.

Arbitration: If the grieving party is not satisfied with the Step 2 decision, it may make a demand for arbitration with the American Arbitration Association ("AAA") within (30) days of receipt of the Step 2 decision. A copy of the demand for arbitration must be sent simultaneously to the non-grieving party. The demand for arbitration shall reference the grievance number under the uniform numbering system. The arbitration will proceed pursuant to the labor arbitration rules of the AAA. The Arbitrator will issue an award within thirty five (35) days of the hearing.

4. The grieving party's failure to meet the time limits and abide by the procedural requirements as stated herein will bar the grievance from consideration thereafter. Either party may request an extension to the time limits stated in this article.

5. The arbitrator shall not have the authority to change, modify, or alter the language of this Agreement. The arbitrator's decision must reflect the language of this Agreement as specifically identified in the grievance. The Arbitrator may not set wage rates or expand the Agreement in any manner. Disputes over rates of pay (except for claims that an employee has not been paid in accordance with the terms of this Agreement), or insurance benefits, shall not be arbitrable. Any back pay award must be reduced by any interim earnings including but not limited to unemployment insurance. The arbitrator's decision will apply only to the grievant identified in the grievance; this Article does not allow for the processing of class grievances, without the express written consent of the parties. The arbitrator shall only have the authority to hear and determine one grievance, and no more than one grievance shall be submitted to any one arbitrator, unless the Company and the Union agree otherwise in writing.

6. The parties shall equally share the cost of the fees and expenses of the arbitrator (including any room rental). Each party shall pay its own attorney's fees and expenses.

**ARTICLE 6
DISCIPLINE AND DISCHARGE**

Non probationary employees covered under this Agreement may be disciplined or discharged for just cause. Discipline may consist of oral and or written warnings, suspensions without pay, and discharge. While the Company will provide counseling or progressive discipline where appropriate it is understood that certain offenses shall be cause for immediate suspensions or discharge without warning. For the purpose of this article just cause shall be interpreted to include but not limited to violations of law and procedure, violations of public policy, for failure to meet quality standards for workmanship, productivity, customer service and interactions, and any type of dishonesty.

**ARTICLE 7
PROBATIONARY PERIOD**

Employees shall be considered probationary employees for the first nine (9) months of active employment. Probationary employees may be disciplined or discharged by the Company at will and such discipline or discharge shall not be subject to Arbitration under the grievance and arbitration procedure.

**ARTICLE 8
NON-DISCRIMINATION**

The Company and the Union agree not to unlawfully discriminate against any employee because of race, creed, color, national origin, age, sex, Union affiliation or because of any other status protected by applicable law.

**ARTICLE 9
HOURS OF WORK**

1. The regular workweek for employees covered by this agreement shall be forty (40) hours exclusive of any unpaid meal periods which will normally be sixty (60) minutes. The workweek is defined as Sunday through Saturday and shall consist of either five (5) eight (8) hour shifts or four (4) ten (10) hour shifts as determined by the Company. Shift starting and ending times shall be determined by the Company based on the requirements of the business.
2. The Company may designate one or more employees to be available for standby to render and perform such services as may be required by the Company. This includes responding to phone calls which may require traveling to a site or resolving an issue on the phone. The Company shall determine which employees are qualified for standby and will rotate the assignments insofar as practicable. Employees on standby must be accessible by phone, must respond within 15 minutes, and be immediately available to work in accordance with instructions of the Company.
3. Employees required to be on Standby in accordance with Section 2 shall be paid twenty five (25) dollars a day for such duty. Employees called into work while on standby duty shall be paid a minimum of two

(2) hours for the first call out, up to actual time worked. Subsequent call outs in that twenty-four hour (24) period (12 Noon – 11:59 AM) shall be paid the appropriate rate for actual time worked.

4. Changes to employees weekly work schedule may be made by the Company with ten (10) calendar days notice, except such notice requirements shall be waived in cases of emergency or when there is mutual agreement between the Company and employee. The assignment of overtime shall not constitute a change in schedule. An employee's regular hourly schedule may be changed by the Company on not less than five (5) days advanced notice of such changes except in emergencies or by mutual agreement between the Company and employee.
5. When the Company conducts a shift bid, weekly work schedules shall be offered to qualified employees within a classification and location affected in order of seniority. Schedules shall be posted for bid prior to a change in the work schedule. Unless otherwise mutually agreed to, the results of the bid shall be posted for thirty (30) calendar days prior to the schedule change. If required staffing is not obtained in this manner, employees within the affected classification shall be assigned such schedules in the reverse order of seniority.
6. Employees shall be paid a shift differential of 10% of the employee's hourly rate for all hours worked in shifts beginning from 2 P.M. to 9:59 P.M. and 15% for all hours worked in shifts beginning from 10 PM to 5:59A.M.
7. Employees shall be paid time and one half their base hourly rate for all hours worked in excess of forty (40) hours in a work week. Time off for holidays, approved flex days, and vacation and other Company paid time off shall be considered time worked towards the forty (40) hours. No employee shall be paid for more than one type of premium or overtime pay for any particular hour of work. (No pyramiding).

ARTICLE 10 REPORTING TO WORK

Employees shall report for work at their assigned work location and shall report to that location at the end of the work day. An employee may be assigned to a different work location for training or other operational requirements. When the distance traveled with the employee's personal vehicle exceeds the employee's regular commute he/she shall be reimbursed for the excess miles in accordance with IRS guidelines and excess time at the appropriate rate of pay.

ARTICLE 11 DRUG AND ALCOHOL TESTING

Employees covered by this agreement shall be subject to terms and conditions of the Comcast Drug and Alcohol Policy subject to the following:

All Drug and Alcohol testing and collection procedures shall be in compliance with the US Department of Health and Human Services (DHHS) guidelines entitled "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Collection facilities shall follow all chain of custody requirements as described in the DHHS guidelines.

Within 72 hours of following a Medical Review Officer's (MRO) notice to an employee that he/she has tested positive for drugs, the employee may request the MRO to have a reanalysis of a portion of the

positive test sample which will be conducted at the employees expense at a DHHS certified laboratory chosen by the employee. Employees testing positive for drugs under the Comcast policy shall be subject to immediate termination.

Employees who test positive on a Breath Alcohol Test on an Evidential Breath Testing Device (EBT) administered by a Breath Alcohol Technician (BAT) at a level of .04 or above shall be subject to termination. Employees who test positive for alcohol below .04 will not be permitted to continue working and may be subject to discipline. When an employee tests positive for alcohol at a level of .04 or greater he/she shall be given a confirmation test which will be conducted no less than 15 minutes and not more than 30 minutes following the original test.

Employees shall be escorted to the drug and alcohol testing site by their supervisor and will be driven home if there is evidence that they are under the influence of drugs or alcohol.

Comcast provides employees with an Employee Assistance program which they are encouraged to take advantage of voluntarily if they believe they have a drug or alcohol problem.

ARTICLE 12 NO STRIKE/NO LOCKOUT

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 representatives, or employees, and further that the Union will do everything in its power to prevent its members, officers or representatives and the Company's employees, either individually or collectively, from participating in any unauthorized strike, work stoppage or 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 with such other steps as may be necessary under the circumstances, to bring about compliance with this order. In cases of unauthorized activity as described herein, the Company may impose disciplinary measures or discharge employees directly or indirectly involved. In consideration of the foregoing, the Company agrees not to lockout or cause to be locked out any employee covered under the provisions of the Agreement.

In the event of an alleged violation of this Article 12, 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 designated 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 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 the 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 /her sole discretion when he/she decides that he/she has heard sufficient evidence to satisfy issuance of the 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/she shall as a part of his/her 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 Margaret Brogan and said arbitration proceedings pursuant hereto, shall be held at the Company's facility in Fairfield, 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 described by this provision, the parties must select another arbitrator within twenty -four (24) hours and failing such mutual designation, the American Arbitration Association (AAA) 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 13 NEW BARGAINING UNIT EMPLOYEES

The Company will notify the Union of name, classification, hourly wage rate, address and employment date within twenty-one (21) days of his/her date of hire.

ARTICLE 14 PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL

1. Management personnel may assist bargaining unit employees in the performance of their work in order to train employees or to insure satisfactory customer service.
2. Supervisory, management, engineering personnel and/or other non bargaining unit employees may perform work in the unit in cases of emergencies, where available personnel are not capable of performing the required work; where all qualified scheduled and standby personnel are not available to do the required work.
3. Company Representatives not covered by this agreement employed by Comcast to sell the Company's products are expressly allowed to install those products at the time of the sale. The instant installation of products performed by Direct Sales Representatives will not expand beyond the work they were performing as of the date of this agreement.

**ARTICLE 15
LAYOFF AND RECALL**

1. When it becomes necessary to reduce the work force, the last employee on the seniority list of the affected classification shall be laid off first, provided the remaining employees have the requisite skill and ability to perform the work.
2. Employees shall remain on recall status for up to eighteen (18) months. When the work force is again increased, the laid off employee shall be returned to work in the reverse order of seniority, provided the employee has the requisite skill and ability to perform the work required. The principle to be followed is that the last employee laid off in the order of seniority shall be the first employee hired, provided he has at the time of recall the skill and ability to perform the work required. Seniority shall accumulate during layoff subject to recall.

**ARTICLE 16
BENEFITS**

Employees covered under the terms of this Agreement shall be eligible for the same medical (including retiree medical stipend), life insurance, AD&D, Courtesy Services, Tuition Assistance Program, Employee Assistance Program, Vision and Dental, 401K program, Adoption Assistance Program, Employee Stock Purchase Plan benefits, Long Term and Short Term Disability as the non-bargaining employees who are employed at Comcast. Employees covered by this agreement shall also be eligible to participate in the same voluntary benefit programs that are available to non-represented employee at the time of this agreement. If the Company changes its plan for the non-bargaining unit employees, it shall have the right to add to, delete, or modify such benefit plans for the employees covered under this agreement without any obligation to bargain, but will notify the Union in writing of the changes.

**ARTICLE 17
VACATIONS**

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:

An employee may schedule and take vacation even though he/she has not earned all the days provided he/she has more than six (6) months employment. If an employee terminates, he/she will be eligible for the vacation days actually earned. Used but unearned vacation will be deducted from the final paycheck. The amount of vacation allowance accrued shall be determined on the employee's anniversary date of hire. Employees may take their accrued vacation at any time during the year subsequent to their anniversary in accordance with the following schedule:

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

2. The vacation year begins on January 1st and ends on Dec. 31st of each year. Vacation eligibility shall be computed based on the Company's vacation calendar accrual method. Vacation shall not accrue during

leaves of absence of thirty (30) days or more in a calendar year. Vacation may not be carried over from one calendar year to the next.

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 four (4) week's notice.

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

4. Notwithstanding the requirements of Section 3 above, vacation time and a day-at-a-time vacation time may be taken based on needs of the business.
5. **Payment for Accrued Vacation.**
A regular employee who resigns with at least two (2) weeks' notice, is laid off, or is terminated based on progressive discipline, will at the time of his or her resignation, layoff or termination, receive any accrued but unused vacation allowance for that year accrued to the end of the month proceeding his termination. In the case of the death of an employee, the accrued but unused vacation pay will be paid to his or her estate or legally established heir(s).

ARTICLE 18 FLEX PAY

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 beginning on each of the employee's anniversary date. Flex days shall not be carried over flex year to flex year. Flex days not used in any flex year will be reimbursed to each employee to a maximum of one thousand dollars (\$1,000) less appropriate deductions. This appropriation and pay out may be modified if modified for non represented employees in the Freedom Region.
2. Employees may request to schedule a flex day with twenty four (24) hours notice. Scheduled flex days shall be granted based on the requirements of the business. The employees should notify his supervisor in a timely fashion of any unscheduled flex days. In no case should an employee give less than one hours notice for unscheduled time off.

ARTICLE 19 FMLA, MILITARY AND PERSONAL LEAVES

Employees shall be eligible for FMLA leave, personal leave, and military leave under the same terms and conditions that apply to non bargaining unit employees in the Freedom Region. Policies governing such

benefits may be unilaterally modified or terminated (only if legal) for bargaining unit employees provided that such damages apply equally to non-bargaining unit employees in that Freedom Region.

**ARTICLE 20
JURY DUTY**

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 Company at his or her basic hourly rate for each day of jury duty minus the amount paid to him or her for serving as a juror for a period not to exceed eight (8) hours per day and normally not to exceed two (2) weeks per year.
2. When an employee is scheduled for jury duty, the employee's shift shall be temporarily changed to that of the courts.

**ARTICLE 21
BEREAVEMENT LEAVE**

Employees will receive up to three days pay while coping with the death of an immediate family member. Immediate family members are defined as – employees spouse, domestic partner, parent, parent in law, step parent, grandparent, sibling, sibling in law, step sibling, child, step-child, grandchild, or legal guardian. Employees may be required to show proof that the death of an immediate family member occurred. If an employee requires additional time off they may utilize their unused paid time off (flex, float, vacation time). If an employee needs to attend the services of an individual family member not considered an "immediate family member" they may utilize their paid time off.

**ARTICLE 22
HOLIDAYS**

1. The following days shall be considered as holidays under this Agreement:
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - Twenty Four (24) Floating Holiday Hours
2. When no work is performed on a holiday, employees shall be paid eight (8) hours pay at the employee's basic hourly rate. Work performed on a holiday shall be paid 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.
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 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, floating

holiday, or vacation day. The holiday will count as hours worked for purposes of computing overtime hours.

4. If one of the above holidays (excepting a floating holiday) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday, except 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.
5. If any of the above holidays (excepting a floating holiday) 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.
6. If one of the above holidays (excepting a floating holiday) occurs during the time an 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.
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.
8. No employee shall take a floating holiday prior to the completion of at least six (6) months continuous employment from the date of hire.
9. Based on the requirements of the business, management may determine quotas for approved time off.

ARTICLE 23 UNION BULLETIN BOARD

The Union shall have the right to mount a bulletin board at the Company location where the Union represents employees. The location and construction of the bulletin board shall be subject to the approval of the Company. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.

Material to be posted shall not contain anything derogatory to the Company or employees or anything that will detrimentally affect Company operations.

ARTICLE 24 UNION REPRESENTATIVE VISITATION

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

**ARTICLE 25
HEALTH AND SAFETY**

1. The Company and the Union both agree to maintain, support, and promote working conditions and work practices which protect the health and safety of all individuals affected by the Company operations. Employees who fail to adhere to this commitment may be subject to discipline up to and including discharge.
2. The Company and the Union accept as their goal compliance with all federal, state, and local health and safety regulations.
3. An employee who has reasonable belief that he or she is facing dangerous working conditions shall immediately notify his or her supervisor, suspend work on such condition and proceed with other work pending an on-site investigation by the supervisor.
4. Every employee shall have the responsibility to immediately report to his/her supervisor any condition or situation that could jeopardize the health or safety of any individual affected by the Company operations.
5. Comcast agrees to reasonably accommodate disabled employees in accordance with State and Federal laws and Comcast's policy.

**ARTICLE 26
TOOLS AND EQUIPMENT**

The Company will provide all hand tools and equipment required as personal issue items including rain gear and safety equipment. Each employee is responsible for exercising appropriate care with all tools and equipment issued to him/her. Employees are responsible for taking their assigned vehicle to the appropriate maintenance facility as indicated on the maintenance windshield schedule on their assigned vehicle and to immediately report any damage to the vehicle to his/her supervisor. Inspection for possession of all required equipment and its condition may take place at any time. Any employee who is assigned any personal issue items will be required to sign a receipt (which will only include the date, signature line, the identity of the tool or equipment and if appropriate its condition) or electronic acknowledgement for all equipment received and will be responsible for the care of the same and return to the Company upon request. Tools or equipment broken or worn through normal usage will be replaced upon return to the Company. Employees may be required to pay for any equipment, which has been lost or damaged through neglect and may be subject to discipline. The Personal Tool Inventory is used as a record keeping instrument. Employees shall receive safety boots in accordance with Company policy.

It is agreed that by their signature employees do not waive any rights set forth in the collective bargaining agreement.

**ARTICLE 27
TEMPORARY EMPLOYEES**

The Company may utilize temporary employees for up to six (6) months to supplement the Warehouse workforce when working on a special project or an employee on a leave of absence. The Company may also utilize employees from other systems to replace Warehouse employees who are absent from work.

**ARTICLE 28
USE OF CONTRACTORS**

The Company's right to utilize contractors shall not be encumbered in any manner by this Agreement except that the use of contractors shall not cause a layoff of employees in the affected classification and the Company shall not use contractors while technicians in that classification are on layoff.

**ARTICLE 29
SEPARABILITY**

In the event that any Federal or State Law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties. It is understood by all parties to the Agreement that all remaining portions of the Agreement except the provision or provisions so affected shall remain in full force and effect. In the event that a provision of this Agreement is rendered inoperative, the parties, upon written request of any party, shall meet within thirty (30) calendar days of such written request, or at such further time as may be mutually agreed upon in writing, to negotiate the terms of a successor provision; provided that such negotiation shall be confined solely to the subject matter contained in the provision that has been rendered inoperative.

**ARTICLE 30
PROMOTING**

The Company agrees to give preference for promotion and advancement to present employees. Where a bargaining unit position becomes open, interested employees will be considered on the basis of their skill and ability to perform the work required. Where skill and ability to perform the work required are relatively equal, seniority shall prevail. The Company's judgment on the question of skill and ability to perform the work is not arbitrable, provided, however, that the Company's judgment shall not be exercised arbitrarily or in bad faith.

All openings for bargaining unit positions will be posted on the Company's intranet site and employees may apply for the positions through the portal. The successful bidder and the Union shall be notified in writing of his/her acceptance by the Company.

**ARTICLE 31
DURATION**

This Agreement shall be in full force and effect from March 1, 2015 to and including February 28, 2018. Either party desiring to terminate or modify this Agreement shall give written notice thereof to the other party at least sixty (60) days prior to February 28, 2018. In the absence of such timely notice, this Agreement shall thereafter remain in effect until sixty (60) days following receipt of written notice from either party to terminate or modify this Agreement.

**ARTICLE 32
UNIFORMS**

Employees shall be issued uniforms in accordance with Company policy. Uniform articles shall be replaced by the Company as necessary. Employees shall be required to sign a receipt of acceptance only for the articles issued.

**Article 33
Commissions**

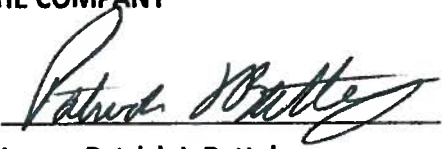
Technicians covered by this agreement shall be eligible for the same commissions for the sale and upgrade of services or equipment as non-represented Technicians in the Freedom Region. Technicians covered by this agreement shall not be held accountable for meeting sales goals.

**Article 34
Labor Management Committee**


The parties agree to establish a Labor Management Committee comprised of two members of Management and two representatives from the Union. The committee shall meet no less than ten (10) times a year at mutually agreed to times. Agenda items shall be submitted to the HR manager prior to the meetings.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by their duly authorized representatives and/or officers on the date set forth below their name.

FOR THE COMPANY

By: 
Print Name: Patrick J. Battel
Title: Vice President Labor Relations
Date: 4/14/16

FOR THE UNION

By: 
Print Name: Robert W. Speer
Title: President/Business Manager Local 827 IBEW
Date: 4/19/16

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

July 18, 2016

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

**APPENDIX A
WAGES**

For employees hired after the ratification of this agreement the following rates shall apply:

Service Tech 1

0 – 6 months	\$13.63
7 – 12 months	\$14.16
13 – 24 months	\$14.93
25 –36months	\$16.35
37-48 months	\$17.26
Over 48 months	\$18.20

Warehouse Rep:	\$12. 50
Service Tech 2	\$21.37

Employees in the progression are not eligible for general wage increases.

In the event of a promotion of 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 then current salary, whichever is greater.

Employees not in the wage progression shall receive the following wage increases to heir hourly rate of pay:

Effective 1 st Pay Period of March 2015	2%
Effective 1 st Pay Period of March 2016	2%
Effective 1 st Pay Period of March 2017	2%

Employees on the active payroll at the time of ratification shall receive a \$500 lump sum payment minus any applicable taxes.

November 1, 2013

Richard Spieler
Business Agent
IBEW, Local 827
263 Ward Street
East Windsor, New Jersey 08520

Dear Mr. Spieler:

This shall confirm the Company's commitment to post four (4) additional promotional opportunities to the Technician 2 position (a total of six (6)) in accordance with Article 30 of the Collective Bargaining Agreement. It is also understood that during the life of this agreement Xfinity Home Installations and Service shall be assigned to those employees in the Technician 2 classification. This commitment does not waive the Company's rights under Article 3 or the Collective Bargaining Agreement.

Very truly yours,

Patrick J. Battel
Vice President, Labor Relations

November 1, 2013

Richard Spieler
Business Agent
IBEW, Local 827
263 Ward Street
East Windsor, New Jersey 08520

Dear Mr. Spieler:

This letter is to confirm our agreement to meet with the Union in July 2014 to discuss the home garaging of Comcast vehicles for technicians in the Fairfield System. .

Very truly yours,

Patrick J. Battel
Vice President, Labor Relations