

COLLECTIVE BARGAINING AGREEMENT

between

TCI CABLEVISION OF CALIFORNIA, INC.

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

April 12, 2001 – February 29, 2004

(Oakland)

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PREAMBLE

AGREEMENT made and entered into this 12th day of April, 2001, by and between TCI CABLEVISION OF CALIFORNIA, INC., providing broadband services under the marketing name of AT&T Broadband (hereinafter called the "Employer") and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union") regarding the Employer's community antenna television (hereinafter called "CATV") systems located at 4215 Foothill Boulevard, Oakland, California 94601, 8120 MacArthur Blvd., and 141 Eastmont Mall, Oakland, California.

W I T N E S S E T H :

WHEREAS, the Employer is engaged in the construction and operation of a CATV system in Oakland, California; and

WHEREAS, the Union is the lawful collective bargaining representative for all installation, construction and technical employees employed by the Employer at its Oakland, California facilities; and

WHEREAS, the parties desire to enter into an agreement relating to conditions of employment which will provide methods of harmonious cooperation between the Employer and its employees and the Union, and, to that end, accomplish fair and peaceful adjustment of disputes which may arise without interruption of the Employer's business;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

A. (1) The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to hours, wages and working conditions for all outside installation, construction and technical employees in the classifications set forth in Appendix "A", annexed hereto and made a part hereof, who are employed by the Employer for its facilities in Oakland, California.

(2) The collective bargaining unit covered by this Agreement shall be subdivided into two (2) separate and distinct departments, as follows: Service and Technical and Construction Department. The following shall be the job classifications within each Department:

Service and Technical Department

Installer Trainee

Installer

Warehouse Person

Advanced Installer

Service Technician

System Technician

Advanced Technician

Head End Technician (upon ratification)

Construction Department

Constructor

Construction Tech I

Construction Tech II

B. All other employees, customer service sales representatives, office clerical employees, sales and tele-marketing personnel, auditors, professional employees, confidential employees, managerial employees, temporary employees, pay TV, local origination, public access coordinators, programmers, marketing, subscription TV, design and drafting personnel and other employees within the Employer's regional and division offices and engineering department, guards and all supervisors as defined in the National Labor Relations Act, are expressly excluded from the bargaining unit covered by this Agreement.

C. Any and all disputes between the parties hereto concerning the inclusion in or exclusion from the unit shall be subject to the grievance process of this Agreement, but shall not, under any circumstances, be subject to arbitration under this Agreement. If the parties are unable to resolve such a dispute on a mutually satisfactory basis through the grievance procedure or otherwise, shall be subject to final and binding resolution solely and exclusively by the National Labor Relations Board (hereinafter called the "NLRB").

D. In the event the Employer establishes new and/or additional facilities within the geographic franchise areas encompassed by the systems covered by this Agreement, all service, technical and construction employees, excluding office clerical employees, employed at such new or additional systems shall be covered by the terms and conditions of this Agreement.

E. In the event the Employer herein, its parent company, subsidiaries or affiliates, individually, collectively or by virtue of a partnership, joint venture or other form of ownership, acquires an existing system anywhere within the State of California or, pursuant to franchise, builds a CATV system outside of the existing geographical franchise areas covered by this Agreement, such newly acquired and/or newly built system shall not in any way, directly or indirectly, be covered by the provisions of this Agreement or be encompassed within the unit covered by this Agreement in the absence of an NLRB determination to this effect. In this regard, the NLRB shall be the sole and exclusive agency to make such determination and the Grievance and Arbitration provisions of this Agreement shall not be applicable or be utilized to resolve any representation questions in connection with such newly acquired or newly built systems.

F. For the purpose of this Article, the geographic franchise areas encompassed by this Agreement (unless modified by the mutual agreement of the parties) shall be limited to the following: the cities of Oakland, Piedmont, Emeryville, and Treasure Island.

ARTICLE 2

NO DISCRIMINATION

Neither the Employer nor the Union shall unlawfully coerce, intimidate or discriminate against any employee within the unit because of age (as prohibited by the Age Discrimination In Employment Act of 1967), sex, race, color, religion, creed, ethnic origin, marital status, mental or physical disability, as provided in the Americans With Disabilities Act (ADA) and/or in Section 12945 of the California Government Code (Pregnancy Disability Act), serious health condition, as defined in Section 12945.2 of the California Government Code (Family Rights Act) and/or the Family and Medical Leave Act of 1993 (FMLA), Union membership and Union activities.

ARTICLE 3

CATEGORIES OF EMPLOYEES COVERED BY THE AGREEMENT

A. All regular full-time and regular part-time employees within the classifications set forth in Appendix "A" herein shall be fully covered by and be subject to all of the terms and conditions of this Agreement, except as otherwise expressly provided in this Article or in other provisions of this Agreement.

B. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per payroll week.

C. (1) A regular part-time employee is one who is regularly scheduled to work less than forty (40) hours per payroll week.

(2) Any and all regular part-time personnel who are regularly scheduled to work thirty (30) but less than forty (40) hours per payroll week, shall be eligible for coverage by and participation in the Employer's health insurance, dental, disability insurance and life insurance plans as provided for in such plans and in the same manner as non-unit part-time employees.

(3) All regular part-time employees who are regularly scheduled to work less than thirty (30) hours per payroll week, however, shall not be entitled to any of the fringe benefits set forth in this Agreement.

ARTICLE 4

PROBATIONARY PERIOD AND NOTIFICATION OF NEW HIRES

A. (1) All regular full-time and part-time employees covered by this Agreement who are hired on or after the effective date of this Agreement, shall be subject to a probationary period of one hundred and twenty (120) calendar days commencing with the first day of employment.

(2) Days lost from work for any reason during the probationary period shall not be considered in computing such time period.

(3) Following the conclusion of the probationary period, an employee shall be considered a regular employee and shall have his/her seniority calculated from the date of initial hire.

(4) At any time during the probationary period, the Employer may layoff, discharge or discipline probationary employees and the Employer's action with respect thereto shall be subject only to Step 2 of the Grievance Procedure and not to any other steps of the Grievance Procedure, including the Arbitration provisions of this Agreement.

(5) Unless otherwise expressly provided herein, probationary employees shall not be entitled to any of the fringe benefits set forth in this Agreement during their period of probationary employment. Such probationary employees, however, shall be paid the contractual wage rate for the classification in which they are placed and shall also be eligible to receive medical insurance benefits in accordance with the terms and conditions of the applicable medical plan in effect during the life of this Agreement.

B. When new or additional employees are hired within a system covered by this Agreement, the Employer's applicable Director or designee shall notify the Union Business Representative in writing, within three (3) working days after such hire, of the names of the hires, their assigned job classification, rate of pay, and status with regard to permanent/temporary full-time/part-time. Any changes in an employee's classification, rate of pay or status after initial hire shall also be communicated to the Union Business Representative within three (3) work days of such change, including absence from employment due to layoff, disability, leave or discharge.

ARTICLE 5

PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL

A. Unless otherwise provided herein, functions contained in the job descriptions in Appendix "A" (hereinafter called "unit work"). shall continue to be performed only by unit personnel during the life of this Agreement.

B. Performance of "Instant-Installs" and the Placement of Converters and/or Other Pay TV Devices by Sales Personnel.

Employees employed by the Employer for the purpose of selling converters to existing or potential subscribers or effectuating upgraded services from such subscribers are sales personnel within the meaning of Article I, Paragraph B. and shall not be covered by the terms of this Agreement. Such personnel, however, in accordance with effective marketing and sales techniques, are expressly allowed and limited to perform the following unit work in a multiple dwelling unit (i.e., "MDU" with four (4) or more living units within one (1) building): (1) perform an "instant install"; or (2) perform disconnects in connection with a "hot drop program"; or (3) place a converter and/or other pay TV devices with the subscriber and to make the appropriate connections to the subscriber's receiving equipment; and/or (4) insert or remove pay TV devices as may be necessary to effectuate upgraded services, all at the time of sale at the subscriber's residence or place of business. It is understood and agreed that the performance of such work by sales personnel shall not result in the layoff or the reduction of the regular work day or the regular work week of unit personnel.

C. Performance of Unit Work by Supervisors, Management, Engineering Personnel and/or Other Non-Unit Employees.

Supervisory, management, engineering personnel and/or other non-unit employees may perform work in the unit only in cases of (1) serious emergencies; (2) where available personnel are not capable of performing the required work; (3) where all qualified scheduled and standby personnel are not available to do the required work due to other work commitments; (4) in connection with supervisory duties – testing, measuring, inspecting or assisting the work of unit employees; or (5) where the training of employees in the unit is involved. (Items #1, 3, and 4 above shall not be interpreted to mean that supervisors and non-unit employees may regularly and consistently perform unit work on a daily basis.) Should any supervisor perform work in the unit in cases other than those above, the Employer shall pay the employee who otherwise would have performed such work the applicable hourly standard wage rate for time involved, or two (2) hours, whichever is greater.

D. Performance of Unit Work by Temporary Employees.

(1) The Employer may, in its discretion, hire employees on a temporary basis to perform a specific project for a definitive period of time not to exceed sixty (60) actual work days. Days lost from work for any reason shall not be counted in computing such time period.

(2) Temporary employees shall be notified of their status upon hire and notification thereof shall also be provided to the Shop Steward.

(3) The above sixty (60) day period may be extended upon mutual agreement of the Employer and the Union. Temporary employees employed beyond the sixty (60) day period shall automatically become regular should the Union and the Employer fail to agree to an extension of their period of temporary employment.

(4) At any time during the period of temporary employment, the Employer may layoff, discharge or discipline temporary employees and the Employer's action with respect thereto shall not be subject to the Grievance and Arbitration provisions of this Agreement.

(5) Temporary employees shall not be covered by or be subject to any of the provisions of this Agreement during their period of temporary employment. Such temporary employees, however, shall receive the applicable contractual wage rate of the classification in which they are temporarily employed.

E. Performance of Unit Work by Auditing Personnel.

Employees hired and/or firms retained by the Employer to audit its system operations are responsible for inspecting and making minor adjustments for quality control purposes and for finding and, as required, correcting illegal connections whether such illegal connections were made by outsiders or resulted from the failure (inadvertent or otherwise) of unit personnel to perform assigned disconnects. Such auditors may perform unit work in connection with the aforementioned duties and responsibilities, provided the performance thereof does not result in the layoff or the reduction of the regular work day

or the regular work week of unit personnel. Auditors shall not be authorized to make disciplinary decisions based on the workmanship they find.

F. Performance of Unit Work by Subcontractors.

(1) The Employer shall have the right to subcontract work. No subcontracting shall result in the layoff or the reduction of the regular work day or the regular work week of unit personnel.

(2) Nothing herein contained or provided elsewhere in this Agreement, however, shall preclude or limit the Employer from subcontracting any and all equipment repair work. The Employer may subcontract such work at its sole discretion.

(3) The Employer shall notify the Union in writing at least seven (7) calendar days prior to the use of any subcontractors, except in case of serious emergency caused by an Act of God, in which case, notification to a Union representative as soon as practicable will satisfy the notification requirements. No such notification shall be necessary for subcontractors used by the Employer or Cable Oakland immediately prior to or upon the effective date of this Agreement.

(4) Such notification shall inform the Union of the name of the subcontractor, the system(s) within the unit in which the subcontractor is to be utilized, the exact nature of the work to be performed and the expected period of time during which the subcontractor is expected to be utilized.

G. Performance of Unit Work by Employees of Other Systems.

The parties recognize that the geographical boundaries of the facilities covered by this collective bargaining agreement do not always coincide with customer service needs. Accordingly, the Employer may choose, in its sole discretion, to have unit work performed by employees of other cable television systems operated by the Employer or entities with which the Employer is affiliated. The performance of unit work by employees of other systems shall be subject to the following limitations:

(1) it shall not result in the layoff of unit personnel or the reduction in regular work hours of unit employees;

(2) the Employer shall notify the Union of such use and the business reason for such use;

(3) such use shall be limited to sixty (60) days for the reason specified by the Employer, except in emergency situations or upon mutual agreement with the Union; and

(4) employees from other systems shall not be used to replace unit employees performing the same kind of work in non-unit systems pursuant to Article 7 of this Agreement.

ARTICLE 6

TRANSFER AND/OR SALE OF BUSINESS

A. It is agreed that if the Employer sells, assigns, leases or otherwise transfers the control, operation or assets of its business to another person, company, corporation, firm or other entity (hereinafter called "successor"), the Employer will provide the Union with reasonable advance written notice thereof not less than thirty (30) calendar days prior to the effective date of such sale, assignment, lease or transfer and will notify such successor of the existence of this Labor Agreement.

B. The Employer further agrees to deliver a copy of this Agreement to such successor and request it to assume the obligations as well as the benefits of such Agreement.

C. The Employer, however, shall not be held accountable, responsible or in any way liable (monetarily or otherwise), should the successor decline to adopt or otherwise assume the obligations and the benefits of this Agreement and such failure to adopt and/or assume shall not in any way preclude the sale and/or transfer of the business.

D. The provisions of Paragraphs B. and C. above shall be applicable only to sales, assignments, leases and/or other transfers to a successor in which TCI has no ownership interest, or has less than a twenty-five percent (25%) interest therein. If, however, TCI has a twenty-five percent (25%) or more ownership interest in the successor, this Agreement and all the terms and conditions thereof shall continue to be binding on the successor.

ARTICLE 7

MANAGEMENT RIGHTS

A. (1) The Union recognizes that the management of the plant and the direction of the working forces are vested exclusively in the Employer and this shall include but shall not be limited to the right to hire, promote employees to positions outside the bargaining unit; discharge (for cause); to release and lay off employees for lack of work; to subcontract work subject to the limitations of this Agreement; to assign work; to transfer employees from one job to another and/or temporarily from one plant location within the unit to another plant location within the unit; in emergency situations, the right to transfer employees temporarily to plant locations outside the unit (including other systems or facilities operated by the Employer or entities with which the Employer is affiliated) for a period not to exceed forty-five (45) calendar days (notification thereof shall be provided to the Union promptly); to determine classifications and define the duties thereof, subject to the limitation of this Agreement; to establish and maintain the job qualifications; to select and determine the number of its employees, including the number assigned to any particular work and the number of employees within classifications to any shift or work week; to sell, lease or otherwise dispose of all or any part of its plant and/or other equipment; to determine the extent to which facilities and equipment shall be operated; to extend, limit or curtail its operations; and to adopt and enforce any Employer rules which are not in direct conflict with the specific provisions of this Agreement.

(a) When the Employer exercises its right to transfer employees temporarily to plant locations outside the unit, it shall select among employees qualified for the work by accepting volunteers on a seniority basis first, and if there are insufficient volunteers, assigning employees by inverse seniority. If the Employer does not provide vehicles for transportation to the work outside the

unit, it shall reimburse employees for mileage at the applicable IRS rate. When such transfers are made, they shall not be for longer than twenty-one (21) days if the new plant location is more than thirty (30) miles from the employee's home location.

(2) Should the Employer eliminate, close, consolidate, or merge existing business or office locations and/or establish new business or office locations within the life of this Agreement in accordance with the management prerogatives listed above, the Employer shall provide at least sixty (60) calendar days advance notice thereof to the Union and, upon request by the Union, the Employer shall engage in good faith negotiations concerning the effects only (including, but not limited to: force movement, relocation allowance, seniority rights, separation allowance, retention of job title and pay and other job opportunities with the Employer or its affiliates) of such management decisions on unit personnel. Any and all disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to Article 8 (Grievance and Arbitration Procedure) and neither party may engage in conduct in violation of Article 9 (No Strike) of the Agreement.

B. It is specifically agreed that the enumeration of certain management prerogatives listed above shall not be deemed to exclude other management prerogatives not specifically enumerated above; and it is specifically agreed that any of the rights, powers, or authority vested in the Employer prior to the signing of any Union Agreement are retained by the Employer except those specifically abridged, deleted, or modified by the express terms of this Agreement.

C. The Employer may implement a performance evaluation system (including self-evaluation) for bargaining unit employees. The purpose of the performance evaluations is to guide, coach, and inform employees. Evaluations shall not be considered part of the disciplinary process, and shall not be subject to grievance. Employees shall be offered the opportunity to submit a response to the evaluation; if one is submitted, the response shall be attached to and filed with the evaluation. This paragraph shall not be construed to modify any other portion of this Agreement, including but not limited to, provisions regarding transfers, promotions, testing, wages, discipline, or scheduling.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

A. (1) A grievance shall be defined as a complaint, dispute, controversy, difference or grievance between the Union and the Employer and/or between unit employees and the Employer, which may arise on or after the effective date but before the expiration of this Agreement, involving the interpretation, application or performance of the express terms of this Agreement, or involving other conditions of work. All grievances shall be settled, determined, adjusted and processed solely and exclusively in accordance with the procedures set forth in this Article.

(2) The term "designee" of the Union Representative as hereinafter used in this Article shall be limited solely to an employee or officer of the CWA or a Local thereof, who is not an active member of the unit covered by this Agreement. The Steward initiating the grievance may attend all grievance meetings, operational conditions permitting, and payment to the one initiating steward for

such time shall be governed by Article 30 of this Agreement. Travel to and from such meetings shall not be in an Employer vehicle and attendance at such meetings shall not be at the Employer's expense, except as provided in the preceding sentence.

STEP 1.

1. Any employee or group of employees having a grievance or complaint shall present same in writing to their immediate supervisor, either alone or together with the Shop Steward or other authorized Union representative, within fourteen (14) calendar days after the occurrence of the incident or event giving rise to the grievance or complaint, or within fourteen (14) calendar days after the employee(s) should reasonably have become aware of the facts or circumstances constituting the grievance or complaint, whichever is later. Suspension or dismissal grievances, however, shall be initiated directly at Step 2 within fourteen (14) calendar days after the effective date of the suspension or dismissal.

2. The written grievance shall indicate the nature of the grievance, the facts upon which it is based, the provisions of the Agreement allegedly violated and the remedy sought.

3. The above parties shall meet and discuss the grievance within the aforesaid fourteen (14) calendar day period and the immediate supervisor shall answer the grievance in writing within seven (7) calendar days after its presentation or the date of the meeting, whichever occurs later.

STEP 2.

1. If the grievance or complaint is not satisfactorily adjusted in Step 1, it may be presented in writing to the applicable Manager of the plant in which the grievance arose, or to his/her duly authorized designee for adjustment or resolution, within fourteen (14) calendar days after receipt of the immediate supervisor's written denial notification in Step 1.

2. Within fourteen (14) calendar days after the timely submission of the written grievance or complaint in Step 2, the Union's Representative or his/her designee together with the initiating Steward shall meet with the applicable Manager or his/her designee in an effort to settle and adjust the grievance or complaint. The Manager shall submit a written answer to the grievance or complaint within seven (7) calendar days after the meeting.

STEP 3.

1. If the grievance is not satisfactorily adjusted in Step 2, it may be presented to the applicable Director, or his/her designee, for final adjustment or resolution within fourteen (14) calendar days after receipt of the written denial notification in Step 2.

2. Within fourteen (14) calendar days after the timely submission of the written grievance in Step 3, the Union's Representative or his/her designee shall meet with the applicable Director or his/her designee together with the initiating Steward in an effort to adjust the grievance. The Director shall submit a written answer to the grievance within seven (7) calendar days after the meeting.

3. The grievant and the supervisor making the relevant decision shall attend the Step 3 meeting. It is understood that attendance by the grievant and supervisor making the decision is a necessary part of resolving the grievance. However, the parties recognize that in rare circumstances, it may be appropriate for the Employer to excuse the supervisor from the meeting or the Union to excuse the grievant from the meeting. Such excuses shall be infrequent and shall be for justifiable reasons.

STEP 4.

1. If the grievance is not satisfactorily adjusted in Step 3, it may be presented to the Employer's Vice President of Operations, or his/her designee, for final adjustment or resolution within fourteen (14) calendar days after receipt of the written denial notification in Step 3.

2. Within fourteen (14) calendar days after the timely submission of the written grievance in Step 4, the Union's Representative or his/her designee shall meet with the Employer's Vice President of Operations or his/her designee together with the initiating Steward in an effort to adjust the grievance. The Vice President of Operations shall submit a written answer to the grievance within seven (7) calendar days after the meeting.

B. If the grievance or complaint is not satisfactorily adjusted in Step 4, the Union may submit the grievance or complaint for binding and final resolution by arbitration. In order to be timely filed, the Union's demand for arbitration must be submitted to the Employer's Vice President of Operations in writing, within thirty (30) calendar days after receipt of the Employer's denial notification in Step 4. Within fifteen (15) days of such a demand, the parties shall select an arbitrator from the following panel:

Lou Zigman
Frederick Horowitz
Louella Nelson
Bonnie Bogue
Kathy Kelly
Howard Block
Gerald McKay

If the parties are unable to agree, the parties shall select the arbitrator by alternately striking names from the panel. The last remaining name shall be the arbitrator. The party proceeding first in the striking of names procedure shall be determined by coin toss.

If an arbitrator on the panel becomes unable to serve because of death or retirement, the parties will attempt to agree upon a replacement arbitrator. If the parties cannot reach agreement, they will request a panel of seven (7) arbitrators from the FMCS, and will select a replacement arbitrator by alternately striking names from the list.

C. (1) The time periods and limits provided herein shall be calculated as of the postmark date of written correspondence. Such time periods may be extended only by mutual written agreement of the Employer and the Union. In the absence of such agreement, the time limits shall be mandatory.

(2) Accordingly, the failure of the aggrieved employee(s) or Union to file a grievance initially, to process a grievance in any of the Steps in the grievance procedure thereafter and/or to submit the grievance to arbitration in accordance with the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon.

(3) The failure of the Employer, however, to submit a response in any of the Steps of the Grievance Procedure or to meet with the Union Business Representative within such time periods, shall not constitute acquiescence thereto or result in the sustaining of the grievance. The failure to so respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. If the Union desires to refer the grievance to the next level, it must file it at the next step within fourteen (14) days of the expiration of the time period.

(4) For the purposes of the steps of the Grievance Procedure, the term "immediate supervisor" shall mean the first level supervisory or managerial person above the grievant; the term "Manager" shall mean the second level manager above the grievant; and the term "Director" shall mean the third level manager above the grievant. If there is no supervisor or manager performing the functions at a certain level, the Union may bypass the vacant level and that step of the procedure, even if that results in the elimination of one step of the grievance procedure. If the Employer modifies the titles of its relevant managers, the titles set out above shall be deemed to be the functional equivalent of the previous titles, as designated by the Employer.

(5) If a grievance meeting is held during the grievant's scheduled hours, the time spent by the grievant at the meeting shall be paid time.

(6) No action shall be taken by the Employer against a grievant because of the grievant's disagreement with the Employer's position at a grievance meeting.

D. Unless it is mutually agreed otherwise, each grievance which is subject to arbitration shall be handled as a separate case and be heard by separately selected arbitrators, except that grievances arising out of the same incident, or identical matters involving more than one (1) grievant, may be heard jointly before the same arbitrator.

E. All matters of arbitrability or disputes between the parties regarding the arbitrability of a case, to the extent they are properly determinable by an arbitrator, shall be heard before the same arbitrator who simultaneously shall hear the merits of the case as well. There shall be no separate hearing of the arbitrability of a case before a second arbitrator. Refusal by either party to hear the arbitrability of a case simultaneously with the merits of a case before the same arbitrator shall permit the other party and the arbitrator to hear the case on an *ex parte* basis and shall require the arbitrator to issue a default arbitral award.

F. The arbitrator shall interpret this Agreement in connection with issues properly presented to him/her for resolution consistent with the terms of this Agreement. The arbitrator's award, not inconsistent with the terms of this Agreement or the issue(s) expressly submitted for resolution, shall be final and binding upon the parties hereto and unit employees. The arbitrator shall be bound by the facts and evidence submitted to him/her in the hearing and may not go beyond the terms of this Agreement in rendering a decision. The arbitrator has no authority or power to add to, take from, delete from, nullify, disregard, modify or alter any of the provisions of this Agreement or supplements made a part hereof; nor shall he/she have the power to substitute his/her discretion for that of management in any manner where management has not expressly contracted away its right to exercise such discretion.

G. The parties shall either both file post-hearing briefs or both provide closing arguments. In the event the parties agree not to submit post-hearing briefs, the arbitrator shall render a bench decision to the parties within forty-eight (48) hours after the close of the hearing, and shall, in addition, submit a written decision and award within ten (10) calendar days thereafter. The time in which briefs are to be submitted, if any, shall be determined by the arbitrator.

H. In any arbitration of a grievance involving the discharge or suspension of an employee, the arbitrator shall be empowered to sustain or deny the grievance in whole or in part and may award or deny reinstatement with or without back pay. In any event, should the arbitrator sustain a grievance involving the discharge or suspension of an employee, any and all awards of back pay shall be offset and reduced by any interim earnings and unemployment compensation insurance collected by the grievant. Moreover, all employees who have been terminated or suspended shall have an affirmative obligation to seek work to mitigate claims of back wages. An employee's failure to mitigate shall be considered by the arbitrator. In this regard, the arbitrator shall adjust the amount of back pay, if any, and/or deny a back pay remedy altogether in direct proportion to such mitigation efforts.

I. The cost of the arbitration, including the fees and expenses of the arbitrator and the cost of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees, wages or expenses of its own representatives and witnesses for time lost and the cost of the transcript where there is no mutual agreement to order it.

ARTICLE 9

NO STRIKE - NO LOCKOUT

A. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents, stewards and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly with the Employer's operations. Nor shall there be any lockouts by the Employer.

B. Refusal by an employee to pass through a lawful, primary picket line at a location or situs away from and not involving the Employer's premises and/or places of business covered by this

Agreement, shall not constitute a violation of this Agreement and no employee shall be discharged or disciplined for refusal to pass through such a picket line.

C. In the event any picket line is established by any labor organization at the Employer's premises or places of business covered by this Agreement (whether in furtherance of a dispute or controversy with the Employer, its parent; subsidiary or affiliated companies elsewhere in the State or country, or with a contractor or customer of the Employer herein, or otherwise), employees covered by this Agreement shall be required to pass through such picket line and continue to perform their regular and customary services for the Employer. Further, employees covered by this Agreement shall be required to pass through any picket line, regardless of location, and continue to perform their regular and customary services where a cause of outage exists behind the picket line.

D. It is further agreed that in cases of unauthorized strike, walkout or other cessation of work, the Union, its officers, employees and stewards shall make every reasonable effort to instruct employees participating in any such unauthorized action to return to work.

E. Any claim, action, or suit for damages or injunctive relief, which is commenced by the Employer as a result of the Union's violation of this Article, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 10

PROGRESSIVE DISCIPLINE

A. The Union and the Employer agree with a philosophy of corrective and progressive discipline. The Employer agrees that except in the case of serious offenses, the Employer shall give an employee at least one (1) oral warning, two (2) written warnings and at least one suspension prior to discharge. Such prior discipline need not be for the same causes. The Employer shall have the right to discharge employees for just cause.

B. The Employer shall conduct a thorough investigation of all facts and circumstances leading up to and/or resulting in an employee's discipline, suspension or discharge. Discipline shall be imposed only in the presence of a Union Steward, except in those cases where the Steward may not be readily available and the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). All discipline of employees shall be implemented within fourteen (14) calendar days after the occurrence of the facts giving rise to the discipline or within fourteen (14) calendar days after the Employer should reasonably have become aware of the facts or circumstances giving rise to the discipline, whichever is later. In the event management may not discipline the affected employee(s) within such time period because of employee absence or avoidance of management, such discipline shall be imposed promptly upon the employee's return to work.

C. Interviews of Employees by Supervisors or Management Officials.

(1) In the event an employee is required to attend an interview with a supervisor or other management official which the attending supervisor or management official (either at the outset of the interview or at any time during the interview) reasonably believes might result in disciplinary action against the participating employee, the attending supervisor or management personnel shall so advise the employee and also inform the employee of his/her rights to Union representation at the interview. (The foregoing supervisory advance notification/warning requirements shall be inapplicable to all interviews conducted under Article 32, Substance Abuse Policy and Procedures, of this Agreement. Union representation at such interviews, however, is permissible if requested by the employee, subject to the provisions of subparagraphs C (2) and (3) of this Agreement.)

(2) (a) Upon the employee's request (either after direct communication by a supervisor as above, or at any time the employee on his/her own reasonably believes the interview might result in disciplinary action), a Steward at the plant location in which the employee is employed shall be permitted to be present and to participate in the investigatory interview. In such circumstances, no questioning shall be conducted until a Steward is present. It is understood and agreed, however, that the unavailability of a Steward shall not unreasonably delay the conducting of the interview. For interviews conducted under Article 32, Substance Abuse Policy and Procedure, a delay shall be unreasonable if it exceeds two (2) hours from the time requested or the end of the employee's regular shift, whichever occurs sooner. (Nothing herein contained, however, shall prevent or preclude the Employer from declining to ask any questions of an employee -- whether or not he/she has requested Union representation -- and directing such employee to proceed immediately for alcohol/drug testing for any testing occasion arising under Article 32, C (2) and (3) (Substance Abuse Policy and Procedure) of this Agreement. For all other interviews, a delay shall be unreasonable if it exceeds the close of the next business day.

(b) 1) If there are no Stewards in the plant in which the unit employee has requested Union representation currently at work (i.e., vacation, holiday, leave, day off, etc.) or otherwise are not readily available within the time frame specified in C(2)(a) above, the Employer shall endeavor to obtain the presence of another Steward within the unit covered by this Agreement, provided: (i) such Steward's departure from his/her assigned system would not significantly disrupt or adversely affect scheduled operations and/or the job assignments therein and (ii) such Steward is available to attend the investigatory interview within the time frame set forth in C(2)(a) above.

2) If, however, such other Steward at a neighboring unit plant location does not meet the criteria outlined in C(2)(b)(1)(i) and (ii) above, the Employer shall promptly notify the CWA Local Union President or his/her designee who, in turn, will attempt to provide appropriate representation for the employee. Should the Union fail, refuse or otherwise be unable to do so within the time frame specified in C(2)(a) above, the investigatory interview shall be conducted without Union representation.

3) If there is no assigned and functioning CWA Steward in the plant in which an employee has requested Union representation, the provisions of C(2)(b) shall apply. .

(3) Participation at the investigatory interview by a Union representative shall take place under the following conditions:

(a) The Steward may consult with the employee (both before and during the interview), assist him/her in presenting or clarifying facts and/or otherwise submit evidence or suggest further witnesses to interview.

(b) The Steward, however, may not interfere with, impede, impair, delay or in any way obstruct the Employer's interview of the employee. In this regard, it is expressly understood and agreed that the Employer has no obligation to bargain with the Steward during such interview and that the employee shall answer personally all relevant and material questions posed to him/her by the Employer.

D. Notification of and copies of all discipline shall be given to the employee involved, the Union steward and the Union Business Representative. Oral and first written warnings shall be dropped from an employee's file after six (6) months, provided the employee has not received discipline within the six (6) month period. Second written warnings (third written warnings for attendance issues) and more serious discipline shall be dropped from an employee's file after nine (9) months, provided the employee has not received discipline within the nine (9) month period.

ARTICLE 11

UNION SECURITY AND CHECK-OFF

A. All employees now or hereafter employed in the bargaining unit covered by this Agreement shall, as a condition of employment, acquire and maintain membership in the Union on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. For the purpose of this Article, membership in good standing shall mean the payment of periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership. Failure to comply with the above shall be cause for termination of employment upon notification by the Union to the Employer of employee(s) not remaining in good standing with the Union as a result of their failure to acquire and/or maintain membership in the Union.

B. The Employer shall discharge an employee within five (5) days after receipt of written notification by certified or registered mail from the Union that said employee(s) is no longer in good standing with the Union, unless both parties mutually agree to extend the above period. The Union shall supply the Employer with a copy of the final warning to employee(s) not in good standing.

C. Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement in the form set forth below, the Employer shall deduct from the employee's wages each month, starting not earlier than the first pay period following the completion of the employee's first thirty (30) calendar days of employment, and remit to the Secretary-Treasurer of the Union, regular monthly dues and initiation fees, as certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall provide the Local Union with a photostatic copy of all dues remittance records and

payments sent to the Secretary-Treasurer of the Union within ten (10) days of the monthly remittance of such records.

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes _____ to deduct from my wages an amount equal to one initiation fee and the regular monthly dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America and remit the same to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

Name _____

Address _____

City _____ State ____ Zip _____ S.S.# _____

Signature _____ Date _____

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

ARTICLE 12

SENIORITY, LAYOFF AND RECALL

A. The term seniority as used in this Article and elsewhere in this Agreement has the same meaning and application as does the term, length of continuous service. Calculation of continuous service shall begin from the date of first employment with the Employer in the bargaining unit or reemployment in the unit following a break in continuous service. Seniority shall apply with regard to advancement or promotion, protection from layoff, recall from layoff, overtime work, vacation and shift scheduling and other conditions and benefits as spelled out in this Agreement. It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number and to notify the Employer within one (1) week, in writing, of any change of address or telephone number.

B. Seniority shall continue to accrue during:

(1) All contractual paid leaves of absence, military leave and PTO leave;

(2) The first thirty (30) work days of employee absence due to the employee's own, non-job related "serious health condition" and/or pregnancy disability pursuant to the provisions of Article 21 (Leave for Family Care and/or Pregnancy Disability) of this Agreement;

(3) The first six (6) months of employee absence due to the employee's own, job related "serious health condition" (excluding pregnancy) pursuant to the provisions of Article 21 (Leave

for Family Care and/or Pregnancy Disability) of this Agreement. (The accrual of seniority in Paragraphs B(2) and (3) above is limited solely to layoff and recall rights); and

(4) Absence for Union Leave as provided in Article 23 C.

C. Seniority shall not accrue during:

(1) Any unpaid contractual leaves of absence;

(2) The entire period of an employee's layoff;

(3) The entire time period following the thirtieth (30th) work day of employee absence due to the employee's own, non-job related "serious health condition" and/or pregnancy disability pursuant to the provisions of Article 21 of this Agreement; and

(4) The entire time period following the first six (6) months of employee absence due to the employee's own job related "serious health condition" (excluding pregnancy) pursuant to the provisions of Article 21 of this Agreement.

D. An employee shall lose seniority and seniority shall be broken for any of the following reasons:

(1) Voluntary resignation.

(2) Discharge for just cause.

(3) Failure to report to work at the expiration of a leave of absence pursuant to this Agreement or taking employment elsewhere during a leave of absence, without Employer permission.

(4) Layoff for twenty-four (24) or more consecutive months or for the length of the employee's continuous service with the Employer, whichever is less.

(5) Failure, refusal and/or inability to return to work following the expiration of the employee's full entitlement to the family care leave provided in Section 12945.2 of the California Family Rights Act, as amended (hereinafter called "FRA"), and/or the Federal Family and Medical Leave Act of 1993 (hereinafter called "FMLA"), whichever is greater, in connection with absences due to birth, adoption or serious health condition of the employee's parent, spouse or child, without being granted a personal leave therefor under Article 21 of this Agreement.

(6) Failure, refusal and/or inability to return to work following the expiration of an employee's entitlement to leave in connection with a disability on account of pregnancy, childbirth or related medical condition under Section 12945 of the California Government Code (hereinafter called "Pregnancy Disability Act" or "PDA"), or to additional medical leave as set forth in Article 21 of this Agreement, whichever is greater, without being granted a personal leave therefor under Article 21 of

this Agreement, unless a longer period is needed as a reasonable accommodation for a "qualified individual with a disability" in accord with the ADA.

(7) Failure, refusal and/or inability to return to work following the expiration of a personal leave granted pursuant to the provisions of Article 21 (Personal Leave) of this Agreement, unless a longer period is needed as a reasonable accommodation for a "qualified individual with a disability" in accord with the ADA, or such absence otherwise is expressly excused by the Employer. (This section is inapplicable to an employee's inability to return due to the absence of an open position for which he/she is qualified. Subsection 4 shall be applicable thereto.)

(8) Acceptance of a non-unit position with the Employer. Provided, however, that an employee who returns to the unit within three (3) months, and who works continuously from the date of return to the unit for six (6) months, shall have seniority restored.

(9) Failure of an employee to notify the Employer within three (3) work days (excluding Saturday, Sunday and contractual holidays) from the date of receipt of certified mail sent by the Employer to the employee at his/her last address of record requesting him/her to return to work to a job identical or equal to that held previously by the employee, providing the employee may then take up to ten (10) work days (excluding Saturday, Sunday and contractual holidays) from receipt of such notice to actually return to work.

An employee whose seniority is lost for any of the foregoing reasons shall be considered a new employee if he/she is again hired by the Employer and such individual shall be subject to the probationary period provided in this Agreement. In the event, however, an individual is rehired to an available unit position for which he/she is qualified within two (2) years after the loss of seniority for the reasons set forth in Paragraphs (4), (5) or (6) above, his/her prior accumulated seniority (for the purposes of PTO entitlement, overtime scheduling, layoff and recall only) shall be restored in its entirety upon the satisfactory completion of two (2) full years of service after the date of rehire.

E. When layoffs are necessary within a system covered by this Agreement, temporary employees within the affected system shall, in all cases, be the first employees to be laid off. Thereafter, if a further reduction in staff within such system is necessary, layoffs shall be effectuated within such system by department from the lowest job classification within the department. Probationary employees within the lowest job classification shall be laid off first without regard to their individual periods of employment followed, if necessary, by part-time employees. If further layoffs are required, the full-time employee with the least bargaining unit seniority within the affected classification shall be laid off.

F. (1) All employees to be laid off shall receive at least fifteen (15) calendar days advance written notification and the Union shall receive eighteen (18) calendar days advance written notification. In the event less notice is provided, the Employer shall pay the difference, at straight-time rates not in excess of eight (8) hours per day, between the days of actual notice provided and the fifteen (15) day required notice (i.e., if only ten (10) days notice is provided, the Employer shall be required to pay five (5) days' pay at straight-time pay not to exceed eight (8) hours per day.)

(2) In the case of permanent layoffs (i.e., economic termination of employment resulting from the lack of any reasonable expectation of re-employment in the foreseeable future) involving (1) the elimination or abolishment of an employee's job due to the introduction or implementation of technological or other substantial operational changes in the business, or (2) involving staff reductions (i.e., downsizing) due to dire economic conditions or circumstances, and in all cases of layoff which the Employer reasonably anticipates may not necessarily be permanent, as aforesaid, but will likely be effective for at least twelve (12) consecutive months, the Employer shall duly notify the Union eighteen (18) calendar days prior to the layoff in accordance with the provisions of subparagraph F(1) herein and, upon request by the Union, the Employer shall engage in good faith negotiations concerning the effects only of such layoffs on unit personnel. Any and all disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to Article 7 (Grievance and Arbitration Procedure) and neither party may engage in conduct in violation of Article 8 (No Strike) of the Agreement.

G. (1) A non-probationary employee scheduled to be laid off may bump a unit employee within any contractually covered department of any system covered by this Agreement, provided he/she:

- (a) bumps the least senior employee in the lowest classification of the department in which the bump is to be effectuated; and
 - (b) possesses greater bargaining unit seniority than the "bumped" employee;
- and
- (c) is fully qualified to perform the work of the "bumped" employee.

(2) An employee desiring to exercise a bump must advise the Employer of his/her decision within five (5) work days after receipt of written notification of layoff. Failure to notify the Employer within such time period shall result in the forfeiture of bumping privileges.

H. Laid off employees shall enjoy recall rights for a period not to exceed twenty-four (24) months following the effective date of layoff or the length of the employee's continuous service with the Employer, whichever is less. On recall from layoff, employees shall be recalled to work in reverse order of their layoff. Employees shall be notified of recall from layoff by certified mail with return receipt. Such notification shall include the date the employee is directed to return to work, which date shall be no sooner than ten (10) working days from date of receipt. Duplicate copies of the recall notice shall be provided to the Steward and to the Union Representative. Probationary and temporary employees do not enjoy recall rights.

I. When an employee transfers into any of the systems covered by this Agreement from another AT&T Broadband system or affiliate not covered by this Agreement, or from any non-unit position, the employee's bargaining unit seniority shall be deemed to commence as of his last date of hire in such other AT&T Broadband system or affiliate or non-unit position as the case may be, and shall be appropriately dove-tailed into the existing seniority roster for the purpose of benefits only. With regard

to layoff, recall, overtime and PTO scheduling, such transferred employee's seniority shall be calculated as of the first date of employment in the bargaining unit.

ARTICLE 13

PROMOTIONS AND INTER/INTRADEPARTMENTAL AND INTER-PLANT TRANSFERS

A. (1) The job descriptions set forth in Appendix "A" list the minimum functions which an employee must be capable of performing and the skills, knowledge and ability an employee must possess in order to be placed within a specific classification.

(2) Unless otherwise provided herein, no employee shall be placed within, be promoted to or receive the wage rate of any such classification unless and until the employee has completely fulfilled and satisfied all the requirements for entrance into the classification, as provided herein and in Appendix "A".

B. Requirements for Promotion Within the Service and Technical Department.

(1) Promotions from one bargaining unit classification to another within the service and technical department shall be effectuated on the basis of: (a) satisfactory completion of the Employer's New Hire program; (b) completion of applicable National Cable Television Institute ("NCTI") course; (c) passing a written test prepared by NCTI and administered by the Employer originating from applicable NCTI courses; (d) passing a written test of no more than fifty (50) multiple choice questions prepared and administered by the Employer concerning safety, installation, technical and construction procedures as set forth in G0128, G095, Employer Safety Manual, Employer Construction Manual, Employer Installation Manual and/or any other manuals, pamphlets or documents written, prepared and distributed by the Employer; (e) passing a practical test prepared and administered by the Employer demonstrating practical ability to perform the required skills of the classification; and (f) fulfilling the requisite time in grade requirements.

(2) The NCTI course progress shall be graded by the NCTI and its determination of a passing or failing grade shall be final. With regard to all tests administered by the Employer, seventy-five percent (75%) shall constitute a passing grade.

(3) Technical employees may request, in writing, at any time, that the Employer order the appropriate NCTI course for the next higher classification. The Employer shall act upon such request promptly. The full cost of the NCTI course shall be paid initially by the Employer and the employee on whose behalf the course was ordered shall reimburse the Employer for the full cost thereof by payroll deduction, in the sum of twenty-five dollars (\$25.00) per month. Within thirty (30) days after receipt of notification from NCTI that the employee has successfully completed the course, the Employer shall reimburse the employee for all monies remitted by him/her through payroll deductions in payment for the course. If at any time the employee withdraws from such course, the employee shall fully reimburse the Employer for the remaining balance of the cost thereof by payroll deductions over a consecutive six (6) month period. If the employee quits employment with the Employer prior to the

completion of the NCTI course, the remaining balance of the cost thereof shall be deducted from his/her final paycheck.

(4) In the event the technical employee passes the applicable NCTI course for promotion to a higher classification, the Employer shall administer the appropriate NCTI written test within two (2) to three (3) calendar weeks after receipt thereof from the NCTI. All other required written tests required for advancement to a higher classification within the department shall be administered by the Employer at successive intervals within ten (10) work days of a written request following the date on which the prior written test was passed. The required practical test shall be administered within ten (10) work days following the employee's completion of the applicable training program provided under Article 38 (Training) of the Agreement.

(5) A technical employee shall be promoted to the higher classification upon his/her passing of all required tests. In the event the technical employee passes all written and practical tests the first time after passing the NCTI course, the employee's wage rate and seniority date of the higher classification shall be adjusted as follows:

(a) for employees obtaining the Installer classification, the wage rate and seniority date shall be adjusted upon passing all requirements;

(b) for employees obtaining the Advanced Installer classification, the wage rate and seniority date shall be retroactive to the later of (i) the date on which the employee has completed the time in grade requirements or (ii) the date on which the Employer received notification of the employee's passing of the NCTI written test for that classification, but such retroactivity shall not exceed a period of sixty (60) days;

(c) for employees obtaining the Service Technician classification, the wage rate and seniority date shall be retroactive to the later of (i) the date on which the employee has completed time in grade requirements or (ii) the date upon which the Employer received notification of the employee's passing of the NCTI written test for that classification, but such retroactivity shall not exceed a period of sixty (60) days;

(d) for employees obtaining the System Technician classification, the wage rate and seniority date shall be retroactive to the later of (i) the date on which the employee has completed time in grade requirements or (ii) the date upon which the Employer received notification of the employee's passing of the NCTI written test for that classification, but such retroactivity shall not exceed a period of one hundred (100) days;

(e) for employees obtaining the Advanced Technician classification, the wage rate and seniority date shall be retroactive to the later of (i) the date on which the employee has completed the time in grade requirements or (ii) the date upon which the Employer received notification of the employee's passing of the NCTI written test for that classification, but such retroactivity shall not exceed a period of one hundred (100) days.

In the event the employee does not pass all of the written and practical tests the first time after passing the NCTI course, he/she shall not be promoted and shall not receive the higher wage rate until such time as all such written and practical tests have been passed.

For subparagraphs 5(b) through 5(e) above, the period of retroactivity shall be extended for any length of time the Employer has not provided a test in a timely fashion.

(6) Warehouse employees may voluntarily enroll in the NCTI courses offered for advancement within the Service and Technical Department or the Construction Department under the provisions of B.(3) above. (Such courses must be taken and passed in order of progression, i.e., Installer, Advanced Installer, Service Tech, System Tech, Advanced Tech). All such employees shall receive the applicable NCTI written test upon satisfactorily passing the NCTI course but shall not be subject to or be required to take and pass the remainder of the written and practical tests applicable to the classification in question, unless they are presently seeking a permanent transfer from their current department to a vacant position within such classification of the Service and Technical Department pursuant to the provisions of Article 13 C. herein. Accordingly, such employees shall not be promoted to, placed within or receive the wage rate of such classification unless and until all required tests applicable thereto have been passed and they permanently transfer from their current department to and actually fill a vacant position within such classification.

(7) During the administration of the practical test, an employee qualified in the test areas and chosen by the affected employee may be present, operational requirements permitting. All employees will be trained and informed in advance of the technical areas to be tested.

(8) An employee in the classification of Installer or higher who fails any of the tests referred to in Paragraph B(1)(c), (d) and (e) above, may retake same as many times as he/she desires, provided, however, there shall be no re-testing whatsoever during the ninety (90) calendar day period immediately following the date on which a required test was taken and failed.

(9) The Union's Business Representative shall have the right to be present during the administration and grading of all written and practical tests administered by the Employer.

(10) Employees hired as Installer Trainees in the Service and Technical Department shall be provided with the NCTI Installer Course within two (2) weeks after completion of the probationary period, and thereafter they shall be required, as a condition of continued employment, to satisfy all promotional requirements for advancement to the Installer classification within ninety (90) calendar days after receipt of the NCTI Installer course. In the event any of the requisite tests for advancement into the Installer classification are failed initially, the employee shall be permitted (within the foregoing ninety (90) day time period only) to retake such failed exam(s) one (1) more time.

(11) (a) The Union, acting by and through one (1) International Representative and one (1) outside consultant, shall be afforded the opportunity to meet with the Employer on Company premises to review existing and/or future testing requirements for the purpose of evaluating whether or not such tests properly measure necessary skill levels for the applicable job classifications. In no event, however, shall the Union be entitled to keep, maintain or have a copy of the actual tests.

(b) The outside consultant shall not be a member of the bargaining unit covered by this Agreement and shall not, directly or indirectly, be affiliated with or be a member of the Local Union.

(c) There shall be only one (1) such review during the life of this Agreement provided the Employer does not, in any material respect, modify the tests after the initial review.

(d) If the Union claims that a particular test or tests do not properly measure the necessary skill levels for a specific classification and the parties are unable to resolve the dispute within a period of ten (10) work days, the Union may submit the dispute for final resolution before a special tripartite arbitration Board, one member of which shall be selected by the Union, the second shall be chosen by the Employer and the third by mutual agreement of the Employer and Union designees. In order to be timely filed, the Union shall be required to notify the Employer in writing of its demand for arbitration within ten (10) calendar days after receipt of the Employer's denial or the expiration of the ten (10) work day adjustment period, whichever occurs sooner.

(e) If timely demand for arbitration is made herein, each party shall be required to designate its member on the Board and notify the other party of such designation within ten (10) calendar days after receipt of the Union's written demand for arbitration.

(f) In the event the Union and the Employer designees are not able to agree upon the third member of the panel within fifteen (15) calendar days after the respective appointments, either party may request the American Arbitration Association to provide it with a list of five (5) arbitrators from which the third member of the tripartite Board will be selected. The party submitting the request to the American Arbitration Association will do so in writing and provide a copy of same to the other party. The letter will accurately describe the nature of the dispute and request that the panel be comprised of experts in CATV technical system operations.

(g) Within ten (10) calendar days after receipt of the list, the Employer and Union designees to the tripartite Board shall designate the third member of the Board by alternately striking the names from the list with the Union designee striking first. The arbitration shall be held in San Francisco, California.

(h) It shall be the function of the tripartite Board and each of its members to interpret and resolve only the specific issue submitted to them. Their decision and award, not inconsistent with the issue submitted and the express terms of this Agreement, shall be final and binding upon the parties hereto. The Board may only determine if a particular test or tests, in accordance with the issue(s) expressly submitted for resolution, properly measure the necessary skills for the specific job classification in question. The Board may not, however, rewrite, redraft, modify, add to or delete from the particular test or tests.

(i) The cost of the arbitration, which shall include the fees and expenses of the third member of the Board, the charges of the American Arbitration Association, if any, and the cost of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay

fees and expenses of its respective designees to the Board and the wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

(j) The time limits provided herein may be extended by mutual agreement of the parties.

(k) The Board shall issue its decision and award in writing within thirty (30) calendar days after the conclusion of the hearing.

(12) All Employer provided tests shall be graded and the results thereof communicated to concerned employees within ten (10) work days after the day on which the test was administered.

(13) The Employer reserves the right to substitute other testing programs for the NCTI testing program.

(14) **Head End Technicians:** Notwithstanding the foregoing, the Employer shall determine the number of positions for Head-End Technicians; no promotions to Head-End Technician shall be made unless an opening exists. When a position becomes available, the Employer shall post the position. Only Advanced Technicians who have actually been performing as Advanced Technicians for at least twelve (12) months shall be eligible to bid for the position. If skills, ability, and performance are equivalent, the Employer shall select the candidate with the most classification seniority. Following selection, the Employer shall provide the necessary training as opportunities become available. The selected candidate shall be promoted to Head End Technician upon the earlier date of: (i) successful completion of required training; or (ii) six months after selection; but in no event shall the promotion occur before the completion of the time in grade requirement.

C. Vacancy Posting Procedures.

(1) Qualified unit employees shall be afforded the opportunity to fill permanent vacancies within the classifications and departments covered by this Agreement prior to the Employer hiring personnel from outside sources. In this regard, written notification of such vacancies shall be posted at each plant location covered by this Agreement for fourteen (14) consecutive calendar days.

(2) Interested unit personnel shall submit a written bid for the vacant position to their immediate supervisor prior to the conclusion of the fourteen (14) calendar day posting period.

(3) The requisite written and practical tests for entrance into the classification and department in which the vacancy exists shall be administered to qualified bidders within five (5) calendar days after the end of the posting period. There shall be no retesting in the event of failure.

(4) Installer Trainees shall not be qualified to bid for any vacant position within the Service and Technical Department. Moreover, no unit employee who has previously taken and failed a required test for promotion to the vacant position currently being posted shall be qualified to bid unless the necessary retesting (a) is conducted at least ninety-one (91) or more calendar days immediately

following the date on which the earlier required test had been taken and failed and (b) occurs within the foregoing five (5) calendar day limitation period specified in Paragraph C(3), above.

(5) The vacancy bid posting procedure may be utilized solely for permanent transfers to an equal monetarily rated position (i.e., lateral transfer) or to a higher monetarily rated position (i.e., promotion). In such circumstances, the employee shall receive the wage rate of the classification to which he/she permanently transfers. No permanent transfer to a lower monetarily rated position (i.e., voluntary demotion) may be effectuated without the express authorization of the applicable Director. If authorized, the employee shall be paid at the lower rate of the classification to which he/she voluntarily demoted him/herself and the employee may not exercise another bid or return to his/her former position for at least one (1) year from the effective date of the voluntary demotion.

(6) If two (2) or more unit employees fully satisfy the requirements for entrance into the classification or department in which the vacancy exists, the position shall be awarded to the employee with the most bargaining unit seniority.

(7) In the event a posted vacancy within any unit classification exists, and none of the unit employees who have bid for same have taken or satisfactorily completed the requisite NCTI course or fulfilled the time in grade requirements for advancement, the Employer may, in its discretion, choose to award the vacant position to a candidate, provided that the candidate satisfies the requirements in a reasonable time to be determined by the Employer. (The practical training requirement of Article 39 (Training) shall not be applicable to the foregoing test challenge procedure.)

(8) In the event no employee in the bargaining unit shall have met the requirements for promotion, and no candidate under paragraph 7 above that has completed one-half (1/2) of the time in grade requirement for the open position has expressed interest, the Employer shall have the right to fill the vacancy from outside the bargaining unit, provided such individual passes the requisite written and practical tests for promotion to the classification in which the vacancy exists prior to hire or within a reasonable time to be determined by the Employer, not in excess of six (6) months.

D. Temporary Inter/Intra-Departmental and Inter-Plant Transfers.

(1) Employees may be transferred on a temporary basis from one department to another or be assigned temporarily to perform work within the job description of a different classification within their department in any plant location covered by this Agreement, as operational conditions require. Such assignments shall be made in a fair, equitable and nondiscriminatory manner. Employees temporarily assigned to a different plant location shall report thereto as directed via Employer vehicle. In such circumstances, the employees shall pick-up their assigned vehicle at their regular reporting location, drive to the newly assigned plant location and return to their regular reporting location at the end of the shift.

(2) In the event an employee is transferred temporarily to a lower paying department or is assigned temporarily to perform work within the job description of a lower paying classification, he/she shall continue to receive his/her prevailing rate of pay.

(3) Employees, required to perform work within the job description of a higher paying classification or department for two (2) hours or more per day shall be paid at the rate of such higher classification, unless said work is being performed under supervision for the purposes of on the job training.

ARTICLE 14

REPORT-IN PAY

A. Unless otherwise provided herein, any non-probationary employee who reports to work at the regular starting time of his/her shift and has not been advised at least one (1) hour beforehand not to report, will be guaranteed at least four (4) hours work or pay at his/her prevailing hourly rate of pay. In the event the employee actually works in excess of four (4) hours, he/she will be guaranteed at least eight (8) hours work or pay at his/her prevailing hourly rate of pay.

B. The foregoing report-in-guarantee shall not be applicable in the event:

(1) the Employer is unable to contact the employee prior to the shift because:

(a) the employee does not have a phone;

(b) the employee's phone is not in operational or working order;

(c) the employee has failed to advise the Employer of his or current phone number;

- or-

(2) an emergency or Act of God (including but not limited to fire, flood, power failure, hurricane, severe wind or rain storm) or other cause not within the Employer's control reasonably prevents the Employer from providing such advance notice, or necessitates the cessation of work after the commencement of the shift.

ARTICLE 15

CALL-BACKS

Employees not assigned to standby duty who are called back to work after departure from the Employer's premises at the end of their work day, shall be paid for all hours worked or receive a minimum guarantee of three (3) hours work or pay, per call-out, whichever is greater. It is understood, however, that only one (1) such guarantee at a time may be used within a given three (3) hour guarantee period. Payment for call-back work shall be made for the period beginning with the time of leaving home and shall continue until return thereto.

ARTICLE 16

HOURS OF WORK & BREAK PERIODS

A. (1) The regular work week shall be forty (40) hours, consisting of any five (5) days within the Employer's seven (7) consecutive calendar day pay period, and the regular work day shall consist of any eight (8) consecutive hours, excluding an unpaid meal period of not more than one (1) hour. The applicable payroll period within which to determine wage payments and overtime entitlement shall be determined by the Employer on a consistent basis with non-unit employees in the system.

(2) Moreover, the Employer in the exercise of its discretion may establish a regular forty (40) hour work week, consisting of any four (4) days within the aforesaid – applicable pay period, either in combination with or in lieu of the five (5) day regular work week provided in Paragraph A(1), above. In such circumstances, the regular work day shall consist of any ten (10) consecutive hours, excluding an unpaid meal period of not more than one (1) hour.

(3) Regularly scheduled days off for part-time personnel shall be assigned by management within the applicable seven (7) day payroll period in accordance with the operational needs of the business and need not be on consecutive calendar days. Except as otherwise provided herein, for full-time employees assigned to a five (5) day regular work week, days off shall be scheduled consecutively and for full-time employees assigned to a four (4) day regular work week, at least two (2) of the three (3) days off shall be scheduled consecutively. If, however, business and operational needs necessitate scheduling regular work weeks for full-time personnel with days off on nonconsecutive days, the Employer may do so, provided the total number of employees assigned to such work weeks in a department of a plant covered by this Agreement shall not exceed ten percent (10%) of the full-time unit complement employed in the department of such plant.

(4) No employee shall be assigned to both a regular eight (8) and regular ten (10) hour shift within the same pay period.

(5) (a) At least twice per year on dates that are at least four (4) months apart, and at other times within a year when the Employer has provided prior written notice to the Union of its reasons for a change, the Employer shall determine for each plant location or department or operation covered by this Agreement: the number of regular work weeks and regular work day shifts needed by each department or operation, their starting and ending times and the number of employees within classification required to staff each regular work week and regular work day shift which have been so scheduled, and shall post the vacancies for bid.

(b) Insofar as may reasonably be practicable, operationally effective and not create an inequitable distribution of skilled personnel, the opportunity to fill available positions at any plant location within the unit as aforesaid, shall be offered initially to qualified employees in the applicable Department and classification by classification seniority. (Preference, however, shall be extended to qualified employees already assigned and working within the applicable plant location.) In the event, however, an insufficient number of employees volunteer, qualified employees from any plant location covered by the Agreement may be assigned thereto in inverse order of classification seniority. (Should classification seniority be equal, unit seniority shall prevail. Should that be equal as well, a coin

toss shall resolve the conflict.) Following the distribution of assignments, if an employee has a serious and personal hardship with a shift he/she has been compelled to work, the Employer will attempt to accommodate such hardship by shift trades or other means, considering the criteria in the first sentence of this paragraph.

(c) The work week and work day schedules resulting from the bid shall commence on the first day of the next pay period within the applicable month, with no less than five (5) work days' notice of the change.

B. In situations where the Employer determines that a temporary short-term change in an employee's schedule is appropriate outside of the bidding process described above, where operational and efficiency considerations are equal, the Employer shall first offer such a change to qualified employees by seniority. If an insufficient number of employees agree to such a change, the Employer shall assign the altered shifts to qualified employees by inverse seniority. The Employer shall give the employee at least five (5) work days advance notice of such change; provided, however, that such notice need not be given in cases of urgent, unforeseen operational requirements or if the Employer and employee mutually agree to the change in work week or work day upon less notice. In departments that have regularly assigned shifts covering 24 hours per day, the Employer shall only implement shifts that regularly rotate with the agreement of the Union.

C. In the event a field employee is assigned to a regular shift requiring work after dark, the Employer shall provide all necessary safety equipment for the performance of the work assignment, including but not limited to portable spot lights and flash lights. Installation work performed on a regular shift during night time hours will be performed by no less than a crew of two (2) employees working together, as and when reasonably necessary for safety or other legitimate operational reasons, considering the scope, complexity, and location of the work. In the event the Employer schedules a shift requiring the performance of field work after dark, radios in the office will be manned until the end of such shift.

D. A management representative will be present during the night time hours of any regularly scheduled office shift requiring the performance of office duties after dark.

E. All employees shall be paid on such schedule as the Employer pays its non-unit employees within the system covered by this Agreement. If possible, the Employer shall pay employees for overtime work in the same pay period within which the overtime work was performed. If this is not possible because of operational difficulties, such overtime pay shall be included in the second payroll period. If the Employer modifies its pay schedule, employees shall not be without pay for a period of longer than seventeen (17) days, and the employees and the Union shall receive at least thirty (30) days' notice of such change.

F. All employees shall receive two (2) paid fifteen (15) minute breaks during each regularly scheduled work day, one (1) of which shall be taken during the first one-half (1/2) of the shift and the second shall be taken during the remaining one-half (1/2) of the shift. An additional fifteen (15) minute break shall be provided for each two (2) consecutive hours of work performed after the end of the shift.

All such breaks shall be scheduled by supervision and shall be taken at or in reasonable close proximity to the job site.

ARTICLE 17

OVERTIME

A. Employees assigned to a regular work schedule consisting of five (5) days per week and eight (8) hours per day, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate of pay for all hours actually worked in excess of eight (8) hours in any one day or in excess of forty (40) hours per payroll week. Employees, if any, regularly working a four (4) day work week, ten (10) hours per day, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate of pay for all hours actually worked in excess of ten (10) per day or forty (40) per pay period. Only the following hours shall be counted as time worked toward the calculation of forty hours in a week: hours actually worked and used PTO time, but not hours actually worked on a holiday unless the employee does not receive PTO pay. Any and all other hours not actually worked during the payroll week, whether paid or not paid, shall not be counted or in any way considered in determining overtime entitlement.

B. There shall be no pyramiding of overtime and no employee shall be laid off to compensate for overtime that has been worked or is to be worked.

C. As and when requested by the Employer, an employee shall continue to perform work after the end of his/her regular work day in order to: (1) finish an assignment on which he/she may be working at the time; (2) assist other unit personnel in the completion of their work tasks; or (3) to complete other work as required by the Employer.

D. (1) Pre-scheduled overtime opportunities shall be offered to the qualified employees on a rotational basis to allow for equitable distribution, starting with the most senior qualified employee.

(2) Overtime shall be voluntary. However, if no qualified employee volunteers, the Employer may assign overtime to qualified personnel on a rotational basis to allow for equitable distribution, starting with the least senior qualified employee. A "Seniority-Overtime Scheduling" list showing the current status of rotation, both voluntary and mandatory, with regard to employees shall be posted by management for each system on the Union bulletin board at all times, and shall be updated on a daily basis, when required, by management.

E. All employees must perform mandatory overtime assignments as aforesaid unless they present a *bona fide*, justifiable reason for not performing such assignments. All such reasons and excuses shall be communicated by employees to their immediate supervisor as early as reasonably possible.

ARTICLE 18

STANDBY EMPLOYEES

A. The nature of the Employer's business necessitates the ability to provide unforeseen services and/or maintenance during all hours of the day. It is agreed and understood, therefore, that the Employer may require employees to be available for a call to work at any time, day or night, subject to the following "Standby" terms and conditions. The Employer shall designate one (1) or more employees as "Standby Employees" for a period of seven (7) consecutive calendar days as designated by the Employer (hereinafter called the "standby weeks). Standby status shall be rotated equitably among qualified employees and no employee shall be laid off from work solely because he/she is designated a "Standby Employee." The Employer may exclude from the rotation an employee who cannot be expected to respond to a trouble call in a reasonable time due to the location of the employee's residence. Where there is only one qualified employee, that employee shall not be required to be designated as "Standby Employee" for more than two consecutive weeks at a time.

B. An employee assigned to standby duties shall receive a standby allowance as follows:

Service Technician and below	\$170	\$24.28
System Technician and above	\$185	\$26.43

If the Employer and Union agree to changes in Standby rates for the "Bay Area" bargaining unit (in Fremont, San Carlos, and Pacifica) that are applicable in 2002 and/or 2003, the same changes shall be applied to this bargaining unit.

C. (1) Standby employees who are called out to perform service shall, in addition to the aforesaid standby allowance, be compensated for time worked on a standby call, or be provided with four (4) hours pay or work, per day, at the applicable rate of pay, whichever is greater.

(2) An employee on standby shall not be required to remain at home, but he/she shall be available for contact by telephone, or Employer provided pagers at all times and shall be readily available and fit to report for work when called. Standby personnel shall be provided with and use an Employer vehicle in the performance of standby duties under the terms and conditions set forth in Article 27 (Employer Vehicles). An employee on standby duty may arrange for another qualified employee to substitute for him/her on a daily or weekly basis, provided management approval has been obtained in advance. Management approval will not unreasonably be withheld.

D. Standby employees shall be expected to leave their location promptly upon receiving a trouble call.

ARTICLE 19

SHIFT DIFFERENTIAL

A. An employee regularly assigned to a regular work day schedule which ends after 9:00 P.M., shall receive shift differential pay in the sum of ten percent (10%) above his/her prevailing hourly rate of pay solely for those hours actually worked after 9:00 P.M. on such schedule.

B. Shift differential payments, as aforesaid, shall be added to an employee's hourly wage rate for the purpose of calculating overtime pay, if any. Such shift differential payments, however, shall not be included or be computed in the fringe benefits (i.e., PTO time, paid leaves, etc.) provided under this Agreement.

ARTICLE 20

EXPENSES

Employees shall not be required to furnish an automobile. In the event an employee is required to remain away overnight on a job, the Employer shall pay the full cost of lodging, meals and other job-related expenses. Employees required to attend training or other Employer called meetings outside of their regularly scheduled hours shall be reimbursed for such at their regular hourly rate of pay, provided valid written receipts for same are submitted. The Employer shall reimburse employees for expenses reasonably incurred by employees in the performance of their work assignments, such as bridge tolls, parking fees, and tire repair. Employees shall follow Employer policy in incurring and submitting expenses, and shall not incur expenses in excess of \$5.00 per week without supervisory or management approval.

ARTICLE 21

TIME AWAY FROM WORK

Bargaining unit employees shall be eligible for the same "time away from work" policies as applied to non-unit hourly employees of the Bay Area Market. The Employer shall have the right to add to, delete, or modify such benefits and policies unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area in the same classifications. Some details of the policies in effect at the time of the ratification of this agreement are:

A. Paid Time Off.

1. Transition.

From the date of this Agreement until June 23, 2001, the Employer shall continue in effect the provisions regarding vacations, holidays, sick leave, bereavement leave, and overtime from the collective bargaining agreement preceding this one.

2. Implementation of Paid Time Off Policy.

Effective June 24, 2001, the Employer shall implement the same Paid Time Off policy as applied to non-unit hourly employees of the Bay Area Market. The Employer shall be permitted to unilaterally modify the terms of its Paid Time Policy as long as such changes are uniformly applied to unit and non-unit hourly employees of the Bay Area Market. The implementation of the Paid Time Off Policy shall replace Employer policies regarding vacations, holidays, and sick leave. The Employer shall also make available to unit employees the same disability insurance plans (Short Term Disability and Long Term Disability) available to non-unit Bay Area Market employees.

3. Paid Time Off Policy.

The following are certain details of the Paid Time Off Policy the Employer plans to implement effective June 24, 2001:

(a) Employees shall accrue Paid Time Off as follows:

Years of Service	Hours Accrued Per Pay Period (Based on 40 Hour Week)	Accrual Maximum (Hours)
Less than 1 year	7.07	184
More than 1 year, but less than 3 years	7.69	200
More than 3 years, but less than 5 years	8.30	216
More than 5 years, but less than 10 years	9.23	240
More than 10 years	10.77	280

(1) Employees who regularly work less than forty (40) hours per week shall have their accrual pro-rated based on the amount of hours they regularly work.

(2) Except as provided below, an employee's PTO bank shall not exceed the maximum accrual amount. An employee stops accruing PTO when the maximum accrual

amount is reached, and starts accruing PTO when the bank is reduced below the maximum accrual amount.

(b) Employees may use PTO to take vacation, to take time off on holidays, for illness (whether due to the employee's own illness or to care for a sick family member), and for personal appointments. Employees may use PTO in increments of one-quarter (1/4) hour or greater.

(c) Employees must request approval for use of PTO time. Employees must make such requests as far in advance as possible, but at least twenty-four (24) hours in advance, unless the absence could not be planned.

(d) At the end of the year, the Employer will permit employees to cash out unused PTO time up to five (5) days, provided that the employee will still maintain at least ten (10) days in his/her PTO bank. Payment for PTO time cashed out will be made in January.

(e) Employees will be paid the value of their PTO upon termination of employment, voluntary or involuntary.

(f) Holidays. The following shall be Employer designated holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. The Market may designate no more than three (3) additional holidays each year, which will be designated by December 1 of the preceding year. If the Employer offers work during the holiday, and an employee works on such a holiday, the employee will be paid one and one-half (1-1/2) times his or her base hourly rate for all hours worked on the holiday and no time will be deducted from the employee's PTO account. If either there is no available work on the holiday or an employee chooses not to work, the employee will be paid one day from his/her PTO account as holiday pay.

(g) Negative PTO Account. If an employee has no PTO time available, he/she may take PTO leave in advance of accrual, of up to one week of the employee's regular schedule at the discretion of the supervisor. Any PTO accrued after that date shall be applied to the negative balance. If a negative balance remains at the date the employee is separated from the Employer, the value of the negative balance shall be deducted from the employee's final paycheck.

(h) Existing Vacation and Sick Leave Banks. Effective June 24, 2001, all existing vacation and sick leave banks will be terminated.

(1) All vacation days an employee has as of June 23, 2001 shall be converted to PTO days. Until December 31, 2001, the employee may exceed the accrual maximum by the amount of converted vacation days, and still accrue PTO. After December 31, 2001, an employee who is over the maximum accrual, including converted vacation days, shall no longer accrue PTO.

(2) All sick leave days an employee has as of June 23, 2001 shall be placed in a disability supplementation hours account. An employee may use the disability supplementation hours to (i) supplement a Short Term Disability benefit to receive up to one hundred percent (100%) of pay; or (ii) to replenish PTO days used in the seven (7) calendar days prior to the

effectiveness of the Short Term Disability, if the employee misses more than a week of work. There will be no cash out of disability supplementation hours.

B. Regular Attendance.

Regular attendance is required of all employees. All absences, including absences on account of illness or injury, shall be reported by the employee to his/her immediate supervisor and/or to other management or supervisory official(s) designated by the Employer. In cases where the absence is reported over the phone, the employee has the responsibility of obtaining the name of the supervisor or other management representative to whom the absence was reported. Absences shall not be reported by fellow employees, friends, neighbors, or other persons, except where circumstances reasonably prevent the employee from personally reporting his/her absence. Moreover, unless prevented as a result of circumstances reasonably beyond the employee's control, all employee absences shall be reported as aforesaid prior to the commencement of the employee's shift. Absence from work of three (3) or more consecutive days, without reporting, shall be considered job abandonment.

C. Leaves of Absence.

1. Departmental Leave.

A Departmental Leave is an informal, unpaid leave of less than thirty-one (31) days. While on a Departmental Leave, employees will continue to have all the benefit coverages that were in place at the time of the leave. However, employees may have to pay retroactive employee contributions when you return to work.

Business Travel Accident coverage is not in effect during a leave of absence. Contributions to the AT&T Broadband Long Term Savings Plan will be suspended during unpaid Departmental Leave. Missed loan payments will be double deducted when the employee returns to work. Contributions will be reinstated upon return to work.

2. Military Leave.

A Military Leave provides time away from work for employees to fulfill their military duty obligations. The Employer will comply with all federal and state laws regarding military leave.

a. Health Care Benefits – Continuation of health care benefits (medical, dental, vision, health care spending account) will depend on the length and type of Military Leave taken. Generally, for absences of less than thirty-one (31) days, Company-paid coverage will continue for the length of the leave, and the employee will be responsible for the employee contributions.

For absences longer than thirty (30) days, coverage ends on the last day of the month in which the leave begins. The employee may continue your health care coverage (medical, dental, vision, health care spending account) through COBRA, by paying the employee contribution for the first month, and then the full monthly COBRA premiums after that. The employee may continue contributing to the health care spending account on an after-tax basis. Dependent care spending account contributions will be suspended for the term of the leave. However, the employee may continue to submit eligible

expenses for reimbursement while on Military Leave. Health care benefits will be reinstated the first of the month on or after return to work.

b. Short-term Disability Benefits – are not available during Military Leave.

c. Pension Benefits – Service credit will continue to accrue during the period of time reemployment rights are protected by law. Pre-retirement survivor benefits may be payable if the employee dies while on Military Leave, if vested.

d. Basic Life and Accidental Death and Dismemberment – will continue for up to twelve (12) months during Military Leave. After twelve (12) months, coverage will terminate and will be reinstated effective the first day of the month on or after return to work. No proof of insurability is required.

e. Supplemental and Dependent Life Insurance - will terminate at the end of the month in which Military Leave begins. Prior coverage elections will be reinstated effective the first day of the month on or after return to work. No proof of insurability is required.

f. Business Travel Accident Coverage – is not in effect during Military Leave.

g. AT&T Broadband Long Term Savings Plan – Contributions will be deducted from any Company pay received while on Military Leave. Loan repayments will have priority over contributions. During an unpaid Military Leave, loan repayments will be suspended until the employee returns to work. Any missed loan repayments will be double deducted upon return to work. Contributions will be reinstated upon return to work.

h. Paid Time Off (PTO) Accruals – PTO will continue to accrue for the first two (2) pay cycle end dates occurring during leave.

3. Personal Leave.

A Personal Leave is designed to provide time off, where business needs permit, for personal reasons not covered under other types of formal leaves.

a. Health Care Benefits – Coverage ends on the last day of the month in which the approved Personal Leave begins. The Company will then subsidize one (1) month of coverage (excluding the employee portion of health care premiums) through COBRA. The employee may continue his/her health care coverage (medical, dental, vision, health care spending account) through COBRA, by paying the full monthly COBRA premiums after that. Health care spending account contributions may continue on an after-tax basis. Dependent care spending account contributions will be suspended for the term of the leave, but eligible expenses may be submitted for reimbursement. Health care benefits will be reinstated the first of the month on or after return to work.

b. **Short-term Disability Benefits** – are not available while on a Personal Leave.

c. **Pension Benefits** – Service credit will be given for up to thirty (30) days of Personal Leave upon reinstatement. Service credit will not be given for any period of this leave if the employee terminates while on a Personal Leave. Pre-retirement survivor benefits may be payable if the employee dies while on a Personal Leave, if vested.

d. **Basic Life and Accidental Death and Dismemberment** – will end at the end of the month in which the Personal Leave begins. Coverage will be reinstated effective the first day of the month on or after return to work. No proof of insurability is required. The employee may have rights to convert coverage to an individual policy.

e. **Supplemental and Dependent Life Insurance** - will terminate at the end of the month in which Personal Leave begins. Prior coverage elections will be reinstated effective the first day of the month on or after return to work. No proof of insurability is required. The employee may have rights to convert coverage to an individual policy.

f. **Business Travel Accident Coverage** – is not in effect while on a leave of absence.

g. **AT&T Broadband Long Term Savings Plan** – Contributions will be suspended during an unpaid Personal Leave. Any missed loan repayments will be double deducted upon return to work. Contributions will be reinstated upon return to work.

h. **Paid Time Off (PTO) Accruals** – PTO will continue to accrue for the first two (2) pay cycle end dates occurring during the employee's leave.

4. **Family and Medical Leave.**

FMLA Leave is an unpaid leave of up to twelve (12) weeks for eligible employees with a serious health condition, or to care for a new child, or to care for certain ill family members.

a. **Health Care Benefits** – Health care benefits (medical, dental, vision, health care spending account) will continue for the duration of an approved FMLA Leave as if the employee were an active employee. Employee contributions will continue to be required during FMLA Leave. For failure to pay contributions on time, coverage will be canceled effective the first of the month for which the premium contribution was due. The employee may continue contributing to the health care spending account on an after-tax basis. Contributions to the dependent care spending account will be suspended for the term of the leave.

b. **Short-term Disability (STD) Benefits** – The time the employee is on approved short-term disability benefits may also count towards FMLA time. As allowed by law, STD benefits and FMLA Leave may run at the same time.

c. **Pension Benefits** – Service credit will continue to accrue for the entire period of your FMLA Leave upon reinstatement. Pre-retirement survivor benefits may be payable if you die while on Personal Leave, if vested.

d. **Basic Life and Accidental Death and Dismemberment** – will continue while on an FMLA Leave.

e. **Supplemental and Dependent Life Insurance** – will continue if the employee was paying for this benefit prior to the leave and continues to pay the insurance premium while on an FMLA Leave. If the premiums are not paid, coverage will end at the end of the month in which the employee stops paying for coverage. Prior coverage elections will be reinstated effective the first day of the month on or after your return to work. No proof of insurability is required.

f. **Business Travel Accident Coverage** – is not in effect while on a leave of absence.

g. **AT&T Broadband Long Term Savings Plan** – Contributions will be deducted from any pay received while on an FMLA Leave. Loan repayments will have priority over contributions. Loan repayments will be suspended during an unpaid FMLA leave until return to work. Any missed payments will be double deducted upon return to work. Contributions will be reinstated upon return to work.

h. **Paid Time Off (PTO) Accruals** – PTO will continue to accrue on the first two (2) pay cycle end dates occurring during the employee's leave.

5. **Other Family Medical Care Leave.**

OFMC Leave allows eligible employees time away from work to care for certain ill family members who are not covered under FMLA.

a. **Health Care Benefits** – Health care benefits (medical, dental, vision, health care spending account) will continue for the duration of an approved OFMC Leave as if the employee was an active employee. If the employee normally pays an employee contribution for your medical coverage, these employee contributions will continue to be required during the OFMC Leave. If the employee does not pay on time, coverage will be canceled effective the first of the month for which the premium contribution was due. The employee may continue contributing to the health care spending account on an after-tax basis. If the employee has a dependent care spending account, contributions will be suspended for the term of the leave.

b. **Short-term Disability Benefits** – are not available while on an approved OFMC Leave.

c. **Pension Benefits** – Service credit will continue to accrue for the entire period of OFMC Leave upon reinstatement. Pre-retirement survivor benefits may be payable if the employee dies while on Personal Leave, if vested.

d. Basic Life and Accidental Death and Dismemberment – will continue for up to twelve (12) weeks during an OFMC Leave.

e. Supplemental and Dependent Life Insurance – will continue if the employee was paying for this benefit prior to the leave and continues to pay the insurance premium while on an OFMC Leave. Failure to pay will result in coverage terminating at the end of the month in which the employee stops paying for coverage. Prior coverage elections will be reinstated effective the first day of the month on or after return to work. No proof of insurability is required.

f. Business Travel Accident Coverage – is not in effect during a leave of absence.

g. AT&T Broadband Long Term Savings Plan – Contributions will be deducted from any pay received while on an OFMC Leave. Loan repayments will have priority over contributions. If on an unpaid OFMC Leave, loan repayments will be suspended until return to work. Any missed loan payments will be double deducted upon return to work. Contributions will be reinstated upon return to work.

h. Paid Time Off (PTO) Accruals – PTO will continue to accrue on the first two (2) pay cycle end dates occurring during the employee's leave.

6. Jury/Witness Duty Leave.

Employees are eligible for jury/witness duty leave if they:

- (a) Receive an official notice to serve on a jury; or
- (b) Are subpoenaed for a deposition or court appearance in a case in which they are not a party.

During Jury/Witness Duty leave, employees will be paid their regular rate of pay, up to their scheduled hours for the week. Upon release, employees must contact their supervisor and are expected to return to work to complete the remaining portion of a shift, if requested by a supervisor.

7. Bereavement Leave.

Bereavement Leave may be taken upon the loss of an immediate family member. Immediate family member means spouse, same-sex domestic partner, child, parent, sibling, grandparent, grandchild, in-law (mother, father, sibling), step-relatives (father, mother, sibling, child), and other relatives living in the employee's home.

Employees are eligible for up to three (3) days of paid bereavement leave. Additional days off may be taken through PTO or an unpaid basis, if approved by the Employer.

ARTICLE 22

**MEDICAL EXAMINATIONS, DOCTORS' NOTES,
RELEASES AND REASONABLE ACCOMMODATIONS**

A. Circumstances Under Which Medical Examinations of Unit Personnel May Be Required.

Medical examinations of unit personnel by physicians or other health professional personnel (i.e., psychologist, rehabilitation counselor, occupational or physical therapist, etc.) of their own choosing and/or, at the Employer's option, by physicians or other health professional personnel selected by the Employer such Employer option shall not be available in California for employees requesting leave due to pregnancy under the PDA), may be required in the following circumstances:

(1) (a) On-the-job or off-the-job injury or illness arguably resulting in or possibly caused by a physical or mental, functional limitation which reasonably prevents, impairs or impedes the affected employee's performance of essential job functions within the purview and coverage of the ADA;

(b) On-the-job or off-the-job injury or illness (excluding pregnancy under the Pregnancy Discrimination Act ("PDA")), which results in or constitutes a "serious health condition" that makes the employee unable to perform the functions of his/her job position, within the purview and coverage of the California Family Rights Act, as amended;

(c) Pregnancy, childbirth or related medical conditions under Section 12945 of the PDA;

(2) Prior to the return to work from an injury or illness covered in A(1) above;

(3) Repeated and/or frequent difficulty or inability of a unit employee to perform his/her assigned job functions effectively or safely;

(4) Employee request for an accommodation on the basis of an asserted disability under the ADA or for a disability in connection with pregnancy, childbirth or related medical condition under Section 12945 of the PDA;

(5) Compliance with applicable Federal or State laws;

(6) Any other circumstances permitted by the ADA or the State of California;
and/or

(7) Where an absence for which PTO is claimed appears related to a pattern of suspected abuse or excessive absenteeism and the Employer has counseled the employee regarding such issues. In such case, the Employer may request medical certification of the employee's inability to work.

B. Circumstances Under Which Medical Examinations of an Employee's Parent, Spouse or Child May Be Required.

In all cases in which an employee seeks leave to care for the employee's parent, spouse or child with a serious health condition , the Employer may require that the leave request be supported by a medical certification issued by the health care provider of the individual (i.e., parent, spouse or child) requiring care.

C. Payment of Medical Examinations.

(1) The cost of medical examinations undertaken by the employee at his/her own volition shall be borne solely by the employee.

(2) If, however, the Employer requires an employee to participate in a medical examination conducted by a physician selected by the Employer (i.e., other than the employee's customary physician), the cost of such medical examination shall be borne by the Employer.

(3) The cost of medical examinations in which an employee is required to participate by the Employer under A(1)(a)(c), (2), (4), (5) and (6), and/or in which an employee's parent, spouse or child is required to participate under B above, and which are performed by a physician selected by the employee, shall be borne solely by the employee.

4. The cost of second and/or third medical opinions under A(1)(b), however, shall always be borne solely by the Employer .

5. The cost of required medical examinations under A(3) shall be borne solely by the Employer.

D. Content of Medical Information Obtained From Medical Examinations Properly Reportable to the Employer.

(1) In connection with all injuries and/or illnesses under Paragraph A(1)(a), (3), (4), (5) and (6) above for which an employee is examined by a physician or other health professional personnel, excluding pregnancy, childbirth or related medical conditions under Section 12945 of the PDA, the Employer shall receive detailed medical information, as may be applicable to such employee, regarding only the following:

(a) the affected employee's functional limitations and abilities and the effect thereof on his/her performance of essential job functions with or without a reasonable accommodation and without posing a direct threat to himself/herself or others;

(b) the need for an accommodation;

(c) the projected or expected duration of the employee's absence from work due to the injury or illness;

(d) sufficient medical information regarding the nature of the affected employee's physical or mental, functional limitations to determine if such limitations constitute a disability within the purview of ADA.

(2) (a) In all cases arising under Paragraph A(1)(b) (serious health condition of employee under FRA, excluding pregnancy disability) above, the Employer shall receive a certification from the health care provider of the eligible employee pursuant to Section 12945.2(K)(1) of the FRA, which shall provide:

i) the date on which the serious health condition commenced;

ii) the probable duration of the condition;

-and-

iii) a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

(b) Following the submission of the initial medical certification, the Employer may require the employee to obtain and provide subsequent recertifications regarding the employee's serious health condition, as aforesaid, on a reasonable basis.

(c) As provided in Section 12945.2(K)(3) of the FRA, in any case in which the Employer has reason to doubt the validity of the certification provided by the employee, the Employer may require at its own expense that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer. In the event the opinion of the second health care provider differs from the original certification, the Employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and employee. The opinion of the third health care provider shall be considered to be final and binding.

(3) In all cases arising under A(1)(c) (pregnancy disability under PDA), an employee so affected by pregnancy, childbirth or related medical conditions, may be required by the Employer to provide written verification from her physician or other licensed health care practitioner that she is or will be disabled by pregnancy, childbirth or related medical conditions. Moreover, the Employer may require a written verification from the employee's physician or other licensed health care practitioner that her pregnancy disability has ceased before the employee returns to work. (In accordance with interpretive regulations issued by the California Fair Employment and Housing Commission, the Employer shall accept the certification and deem it valid.)

(4) For all medical releases under Paragraph A(2) above, the release shall certify the conditions, restrictions and/or limitations, if any, under which the employee is released to work and, as needed, shall also state the medical information set forth in Paragraph D(1)(a), (b) and (d).

(5) (a) In all cases arising under Paragraph B (serious health condition of employee's parent, spouse or child) above, the Employer shall receive a certification from the health care provider of the individual requiring care (i.e., the parent, spouse or child) pursuant to Section 12945(3)(1) of the FRA, which shall provide:

- i) the date on which the serious health condition commenced;
- ii) the probable duration of the condition;
- iii) an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care;

-and-

iv) a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the individual requiring care.

(b) If additional leave is requested following the expiration of the time estimated by the health care provider in Paragraph 5(a)(iii) above, the Employer may require the employee to obtain and provide a subsequent recertification, as aforesaid. (Pursuant to the FRA, however, second or third etc. medical opinions may not be required even though the Employer may have reason to doubt the validity of the initial certification.)

E. Confidentiality of Medical Information and Records.

Pursuant to the ADA, all information obtained by the Employer regarding the medical condition or history of an employee shall be collected and maintained on separate forms and in separate medical files and shall be treated as a confidential medical record, except that supervisors and management personnel may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations.

F. Reasonable Accommodation and/or Light Duty.

(1) In all cases where unit employees are qualified individuals with a disability within the purview of the ADA, they shall be provided with reasonable accommodations in accordance with the rules, regulations and statutory requirements of the ADA and the following contractual conditions:

(a) The Union shall be given the opportunity to be present at all meetings between management and employees at which there will be discussions regarding reasonable accommodations for a qualified individual with a disability, where such reasonable accommodations under consideration either effect a material, substantial or significant change in working conditions or otherwise are inconsistent or in conflict with the express provisions of the Collective Bargaining Agreement.

(b) Where more than one (1) reasonable accommodation exists, at least one of which neither effects a material, substantial or significant change in working conditions nor is inconsistent with the Agreement but the others do, the reasonable accommodation to be selected in all cases shall be the one which does not modify a substantial term of employment or the provisions of the Agreement.

(c) If, however, only one (1) reasonable accommodation exists and such accommodation effects a material, substantial or significant change in working conditions or is inconsistent or in conflict with the provisions of this Agreement, the Employer shall so notify the Union and afford it the opportunity to engage in good faith negotiations regarding the need to modify such conditions or provision(s) of the Agreement as it applies to a disabled employee(s). Any agreement reached shall be reduced to writing in a side letter which shall become an appendix to this Agreement and be incorporated by reference herein. Said side letters shall delineate the modification and the individual(s) or group to which it applies. Should the bargaining process result in a disagreement between the parties over what, if any, modification is necessary to provide a reasonable accommodation under the ADA, either may submit the dispute to binding special interest arbitration pursuant to Article 8 of this Agreement.

(2) In all cases of employee illnesses and/or injuries, which are outside the scope and coverage of the ADA but which either constitute a "serious health condition" under the Section 12945.2 of the FRA as well as the FMLA, or constitute a disability due to pregnancy, childbirth and related medical conditions under Section 12945 of the PDA, necessary accommodations for intermittent leave and/or for a reduced leave schedule shall be made in accordance with such act. Moreover, insofar as may be applicable, such individuals shall be entitled to the benefits of subparagraph (4) below.

(3) In the State of California, employees affected by pregnancy, childbirth and related medical conditions under Section 12945 of the PDA shall be entitled to be employed in their current job classification as long as they remain capable of performing the essential functions of such job without undue risk to themselves or others. Moreover, they may avail themselves of the "light duty" rights set forth in subparagraph (4) below.

(4) In all cases of employee illnesses or injuries outside the scope and coverage of the ADA, employees shall continue to be employed and work in the same capacity as they did immediately prior to their illness or injury, provided they remain capable of performing the job duties and functions of such job effectively and efficiently. If not, they shall nevertheless be provided, insofar as may reasonably be practicable, with available "light" work duties in the same or different classification which he/she is qualified to perform. In such circumstances, the employee will be paid at the rate of the classification in which he/she is temporarily performing light duties as aforesaid, provided such rate does not exceed his/her prevailing hourly rate of pay.

ARTICLE 23

STEWARD LEAVE OF ABSENCE FOR TRAINING AND UNION ACTIVITIES

A. Absence for Steward Training.

Union Stewards at the systems covered by this Agreement may be granted a leave of absence to attend official Steward Training Programs provided by the Union. The granting of such leave shall not be unreasonably denied.

Two stewards shall be released for such programs no more than four (4) times per year, to be held quarterly. The Stewards may attend two (2) of the training sessions without loss of pay; the remaining two (2) sessions shall be without pay. The Union shall provide at least thirty (30) calendar days advance written notification of the date of such training programs to the System Manager unless otherwise agreed by the parties. Only one steward shall be released for such training at a time.

B. Absence for Union Activities.

Operational requirements of the Employer permitting, unit employees who are stewards or elected officers of the Union may be excused without pay, at the request of the Local President of the Union to attend to Union business solely concerning the unit covered by this Agreement up to but not in excess of two hundred (200) hours in a calendar year, in the aggregate. The Union shall make all requests for excused absences as far in advance as possible, in writing, and in no case less than forty-eight (48) hours in advance. In the event that this Union activity time is exhausted, the Employer will discuss in good faith with the Union alternatives to address the need for additional time.

C. Absence for Union Leave.

An employee appointed or elected to an officer position with the Union shall be entitled to an unpaid leave of absence without loss of seniority up to three (3) years, provided the Employer can release the employee from work for such leave. If such leave is granted, it may be renewed for a longer period by mutual consent of the Employer and the Union. During the entire period of such leave, the employee shall not be entitled to any of the fringe benefits or other leave provisions provided in this Agreement. Upon return to work at the expiration of the leave or at any earlier date, the employee shall be assigned to the plant location and the classification previously held prior to the commencement of the leave and shall be paid at the current contractual rate of such classification.

ARTICLE 24

WAGES

A. Service and Technical Department -- Minimum Wage Rates and Effective Dates.

Service and technical employees shall receive the following minimum hourly wage rates on the dates set forth herein:

Effective Dates

Classification	3/1/01 (3%)	3/1/02 (3.75%)	3/1/03 (3.75%)
Installer Trainee	\$11.60	\$12.04	\$12.49
Installer	\$14.26	\$14.79	\$15.35
Warehouse Person	\$14.26	\$14.79	\$15.35
Advanced Installer	\$16.47	\$17.09	\$17.73
Service Technician	\$18.89	\$19.60	\$20.33
System Technician	\$20.87	\$21.65	\$22.46
Advanced Technician	\$23.18	\$24.05	\$24.95
Head-End Technician (upon ratification)	\$24.72	\$25.65	\$26.61

B. Construction Department—Minimum Wage Rates and Effective Dates.

Constructor	\$14.26	\$14.79	\$15.35
Construction Tech I	\$18.89	\$19.60	\$20.33
Construction Tech II	\$20.87	\$21.65	\$22.46

ARTICLE 25

BENEFITS

A. Bargaining unit employees shall be eligible for the same medical, life insurance, AD&D, Dependent Life, Long Term Care, Employee Assistance Program, Flexible Spending Plan, vision, dental benefits, Relocation Policy, and Separation Pay Plan as the non-unit employees of the Employer in the Bay Area Market, under the same terms, criteria, and eligibility. AT&T Broadband and the Employer shall have the right to add to, delete, or modify such benefits and policies unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the same classifications.

B. During the life of this Agreement, unit personnel shall be eligible to participate in the AT&T Broadband Long Term Savings (401(k)) Plan (the “Plan”) and the AT&T Broadband Pension Plan (“Pension Plan”) on the terms and conditions contained in the Plan and on the same terms and conditions as other Bay Area Market employees of AT&T Broadband in the same classifications. AT&T Broadband and the Employer shall have the right to alter, amend, modify or otherwise change the Plan and the Pension Plan unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the same classifications.

C. During the life of this Agreement, unit personnel shall be eligible to participate in the AT&T Broadband Stock Purchase Plan (“Stock Purchase Plan”) on the terms and conditions contained in the Stock Purchase Plan and on the same terms and conditions as other Bay Area employees of the Employer in the same job classifications. AT&T Broadband and the Employer shall have the right to add to, delete, or modify the Stock Purchase Plan in its sole discretion, and without any

obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the same classifications.

D. During the life of this Agreement, unit personnel shall be eligible for stock option grants by the Employer on the same terms and conditions as other Bay Area Market employees of the Employer in the same job classifications. AT&T Broadband and the Employer shall have the right to determine unilaterally whether to issue stock option grants, and the terms and conditions of such grants, without any obligation to bargain, provided that unit employees are provided the same terms as non-unit employees in the Bay Area Market in the same classifications.

E. During the life of this Agreement, unit personnel shall be eligible for the Employer's Short Term Incentive Plan on the same terms and conditions as other Bay Area Market employees of the Employer in the same job classifications. AT&T Broadband and the Employer shall have the right to add to, delete, or modify the Plan unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the same classifications. Any determinations regarding the Plan, including performance management criteria and application, shall not be subject to the Grievance and Arbitration procedure of this Agreement.

F. During the life of this Agreement, unit personnel shall be eligible for the AT&T Broadband CareerWay Education Assistance Program on the same terms and conditions as other Bay Area Market employees in the same job classifications. AT&T Broadband and the Employer shall have the right to add to, delete, or modify such programs unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the same classifications.

ARTICLE 26

TOOLS AND EQUIPMENT

A. The Employer, at its own expense, shall provide new employees with necessary hand tools and equipment (including hooks and belt and full cover gauntlet gloves for climbing poles, general work gloves, hard hats and safety glasses as provided in the Employer's Safety Manual) for the performance of their assigned duties upon completion of initial training or transfer to other departments within the system. Suitable climbing boots shall be worn by field personnel in accordance with the provisions of the Employer's Safety Manual. The Employer shall provide a payroll deduction plan for employees to facilitate their purchase of the required boots.

B. Those employees required to use a cellular phone as an essential function of their job duties will be provided a company issued cellular phone.

C. Employees shall sign a receipt for all tools and equipment issued to them and they shall be responsible for all such tools and equipment, provided they are supplied with a lockable vehicle and/or other safe and secure place in which to store them. Likewise, employees shall be responsible either (1) to replace tools and equipment, which have been lost or stolen due to the employee's gross or

wanton negligence, with tools and equipment of equal quality, or (2) to pay the replacement cost for same. If replacement cost is twenty-five dollars (\$25.00) or less, the employee shall remit such money in full to the Employer; replacement cost in excess of twenty-five dollars (\$25.00) shall be deducted from the employee's pay via payroll deduction, if still employed, or from the employee's final paycheck, if laid off or discharged. In determining gross negligence, the Employer may consider the value of the item (e.g., the employee shall be expected to exercise greater vigilance for items of higher value.) Such reimbursement may be in addition to any discipline exercised pursuant to the terms of this Agreement.

D. All tools which are broken by an employee while he/she is engaged in performing services for the Employer shall be replaced by the Employer, without cost to the employee, provided that such tools were not intentionally or maliciously broken by the employee or broken due to the employee's gross or wanton negligence.

E. All tools which have worn out while used solely by the employee in performing services for the Employer shall be replaced by the Employer, without cost to the employee, provided the employee turns over such tools to the Employer for inspection.

ARTICLE 27

EMPLOYER VEHICLES

A. Employer vehicles shall be assigned to field personnel for use in connection with the performance of their regular work duties, as the Employer deems necessary. Unless otherwise directed by the Employer, all vehicles assigned as aforesaid shall be returned and parked at designated locations at or in close proximity to the system office to which the employee customarily reports each day. The Employer may continue in its discretion to permit employees assigned to standby duties to keep and maintain their assigned vehicle at their residence of record, after hours, for each day on which they are on standby.

B. Employer vehicles shall be used solely and exclusively on Employer related business in the performance of an employee's assigned work duties or for daily transportation to and from an employee's residence of record and work as expressly provided in and in accordance with the provisions of Paragraph A, above. Under no circumstances may an Employer vehicle be used for personal reasons or personal business without the prior, express approval of the employee's applicable Director. Vehicles assigned to standby personnel shall remain parked at the employee's residence of record during the standby assignment and shall not be used except to drive directly to a trouble call as directed pursuant to Article 18 C(2).

C. Standby personnel shall be required to remove all test equipment (i.e., TVs, meters, TDRs and sweep receivers, etc.) and store same in their residence of record during the time the vehicle is parked at the residence and not being used to respond to a standby trouble call. Converters and tools will remain in locked tool bin of truck. Employees will take reasonable care of vehicles, equipment and tools while in his possession on standby.

ARTICLE 28

UNIFORMS

The Employer may, at its option, provide employees with uniforms to be worn during all working hours including standby. Such uniforms, if provided, shall be at no cost to the employee. Employees shall be responsible for all uniforms issued to them. Laundering and normal mending shall be undertaken by the Employer, at no cost to the employees. Ordinary and necessary rain gear, consisting of rain jacket and if, as circumstances may warrant, rain pants, shall be provided to employees for the performance of their duties in rain conditions at no cost to the employee. Employees shall be responsible for replacement of any lost or stolen rain gear and uniforms, if lost or stolen due to the employee's gross or wanton negligence. Worn out rain gear will be replaced by the Employer at no cost to the employee. Employees shall not wear any buttons, insignia, or other emblems not provided by the Employer when in visual contact with customers. At other times, employees shall be permitted to wear a small button indicating membership in the Union that is not disparaging to the Employer, but shall not wear any other buttons, insignia or emblems not provided by the Employer.

The Employer may, at its option, implement reasonable appearance standards. Employees shall be dressed and ready to commence work at the start time of their scheduled shift.

ARTICLE 29

SAFETY AND HEALTH

A. Inexperienced field employees shall be given training in the performance of their duties and shall not be assigned to work alone for a period of two (2) weeks. The Employer shall provide all safety devices required to perform a task safely and immediately repair or replace such equipment when unsafe. Employees shall not be required to work in the field when their health and/or safety may be jeopardized, and employees are responsible for bringing such conditions to the Employer's attention. In order to help provide a safe workplace, employees shall be responsible for becoming and remaining familiar with the Employer's Safety Manual and safety policies.

B. A safety representative shall be appointed by the Union for each system location, who shall have the right, while on the job, to inspect potential safety or health problems reported by employees without loss of pay, provided an appropriate management official is notified prior to the commencement of such inspection. The safety representative shall have the right to accompany government inspectors in walkarounds. The safety representative shall meet monthly on Company time to discuss safety and health matters with the Operations Manager or his/her designee. The foregoing duties shall be limited to the plant location in which the safety representative is assigned.

C. The Employer and the Union agree to establish a joint committee on health, safety and training. The committee shall consist of three (3) representatives from the bargaining unit and three (3) representatives from the Employer, one (1) of whom shall be an applicable Director and the remaining two (2) shall be Area Safety Officers or designees. The committee shall meet no fewer than four (4)

times per year during normal working hours. The representatives from the bargaining unit shall be paid at their regular rate of pay while attending such meetings.

D. The parties agree to the principle that employees shall not be required to climb poles or towers in cases of inclement weather which shall be defined to mean hard driving rain and/or inordinately high winds. If a *bona fide* claim is made that such conditions exist, the affected employee(s) shall not be directed to perform such work until an on-site investigation is made by an Employer representative and Steward who shall jointly determine if inclement weather exists. This clause shall not be abused.

ARTICLE 30

SHOP STEWARDS

A.

(1) The Employer shall recognize and deal with those employees who are designated as Stewards by the Union. The Union shall notify the Employer, in writing, of the election, selection and/or change of the designated and/or elected Shop Stewards for each plant location covered by this Agreement. Each Shop Steward shall be employed at the particular plant location in which he/she is serving in such capacity.

(2) Stewards shall endeavor to communicate with unit employees regarding the investigation or processing of grievances on non-work time and in non-work areas. Should it become necessary, however, for a Steward to confer with unit employees on work time and/or in actual work areas of the plant for the aforesaid purposes, the Steward may do so without loss of pay or time, provided prior approval therefor has been granted by the Operations Manager or his/her designee. Permission shall not be withheld unreasonably.

B. Stewards shall not abuse the grievance handling privilege. In any event, no discussions shall be held on actual work time for more than thirty (30) minutes in any one (1) day unless additional time is required and authorized by the Operations Manager or his/her designee.

ARTICLE 31

UNION VISITATION AND BULLETIN BOARD

A. The Union's Business Representative may visit and have access to the Employer's facilities and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating employee grievances, attending grievance meetings with management and/or conferring generally with management officials pertaining to the terms and conditions of this Agreement.

B. If at all reasonably possible, the Union's Business Representative shall telephone the Employer's Operations Manager or authorized designee prior to arrival at the Employer's premises in

order to make mutually convenient arrangements for the visit. In any event, upon arrival at the Employer's premises, the Union's Business Representative shall announce his/her presence to the Operations Manager, or authorized designee, and communicate the purpose of the visit.

C. During the course of such visit, the Union's Business Representative shall so conduct himself/herself as not to interfere with the operations of the office or the work areas of the Employer's premises.

D. The Employer shall provide the Union with a bulletin board at the employees' regular reporting location for the exclusive use of Local 9415 Union business purposes.

ARTICLE 32

SUBSTANCE ABUSE POLICIES AND PROCEDURES

The Employer's Substance Abuse Policies and Procedures, the details of which are set forth below, shall continue to be binding on unit employees for the life of this Agreement:

A. Purpose Of Policy.

The purpose of the Employer's Drug and Alcohol Policy is to enhance the health and safety of each employee, his or her co-workers and that of our customers and the public at large, and to promote productivity. The Employer will attempt to deter alcohol and drug abuse by:

- (1) Prevention through education;
- (2) Detection through testing;
- (3) Disciplinary action when appropriate;
- (4) Assistance when appropriate; and
- (5) Rehabilitation when appropriate.

B. Prohibited Activities.

The Employer expressly prohibits its employees, while working or while driving an Employer vehicle, or while driving any other vehicle on Employer business from:

- (1) Being under the influence of alcohol, an intoxicant, a legal drug (an over-the-counter or a prescribed medication) or an illegal drug or narcotic;
- (2) Having, possessing, selling, giving or circulating drugs or sources of drugs, intoxicants, illegal drugs or narcotics to other employees or to anyone else;

- (3) Using or possessing alcohol without authorization; or
- (4) Having illegal drugs or their metabolites in their system.

"Legal or illegal drug" or "drugs" includes, but is not limited to, any of the following substances: Marijuana; Cocaine; Opiates; Phencyclidine (PCP); Amphetamines; and Hallucinogens. The Employer's drug tests check for the first five drugs.

C. Testing Occasions.

All prospective employees (No. 1) or current employees (Nos. 2-4) will be tested for alcohol and/or drugs in the following circumstances:

- (1) Pre-Employment.

All applicants who have been extended a formal offer of full-time or part-time employment will be required to submit a urine specimen for analysis. Any applicant who has a confirmed positive, or has, or engages in any activity listed under Discipline, will have the offer of employment withdrawn.

- (2) For Cause.

In the event objective evidence exists which leads a supervisor to form a reasonable belief that an employee is exhibiting erratic, irrational or unsafe behavior, slurred speech, or the employee appears confused or shows marked personality changes or signs of paranoia, the Employer may require the affected employee to submit to a complete medical examination, including but not limited to urine and/or blood analyses by a physician or duly accredited medical facility or laboratory, to determine if the employee is using, under the influence of or otherwise is impaired by drugs or alcohol.

- (3) Post Accident.

Any employee who is involved in an incident in which injury to self or injury to another (an "OSHA reportable event"), or a vehicular accident (in an occupied or moving vehicle) shall be tested for drug abuse using the general drug testing procedures and may be tested for alcohol impairment or intoxication, utilizing a blood-alcohol test. The vehicular portion of this policy shall apply to vehicular accidents which occur during the use of an Employer vehicle at any time, or a personal vehicle or a rental vehicle used on Employer business. This policy may be suspended on a case-by-case basis for vehicle accidents, if: (a) in the supervisor's written opinion, the accident is immediately and beyond a shadow of a doubt determined to be non-preventable or unavoidable (and, for the purpose of post accident testing, rear-end accidents are not automatically presumed to be unavoidable" or "non-preventable") or, (b) if the cost of testing, on balance, exceeds the value of the damage to the vehicle. A drug test shall be used, a blood test may also be used.

(4) Confirmation Testing Following Rehabilitation.

One (1) confirmation test may be used for post-rehabilitation follow-up of all employees who have attended a substance-abuse rehabilitation program. Such confirmation test, if any, shall be conducted within the six (6) month period immediately following the completion of the rehabilitation program, as determined solely by the clinician.

D. Discipline.

The first time a non-probationary employee tests positive for drugs or alcohol, he or she will be given (except in the case of a post vehicle accident test or a confirmation test following rehabilitation) the option of participating in a rehabilitation program. Employees who do not choose the option of rehabilitation will be discharged. An employee who receives a positive drug or alcohol test after a vehicular accident will be terminated. An employee who tests positive for drugs or alcohol a second time will be terminated, as will a probationary employee who tests positive a first time.

Further, any employee who fails to report to a designated collection site, refuses to provide a specimen at the collection site, intentionally fails to provide a sufficient quantity of urine (at least 60 milliliters), or tampers, adulterates or substitutes urine samples will be terminated.

E. Appeal.

An employee who believes his or her test results are erroneous may appeal. An employee, after receiving a confirmed positive test result, may elect to have the original sample re-tested. The only issue that may be considered in the appeal is whether the test results are erroneous. Should the retest confirm the initial positive test results, the cost of the re-test shall be borne solely by the employee. If, however, the re-test establishes that the initial positive test results were erroneous, the Employer will reimburse the employee for the full cost of the appeal.

F. Drug-Free Workplace Act.

As required by the Drug-Free Workplace Act of 1989, any employee convicted of a criminal drug statute because of a work-related incident must notify his or her supervisor of that conviction no later than five (5) days after such conviction, provided he or she is still employed by the Employer at that time. Supervisors shall immediately notify Human Resources of any reported conviction.

G. Testing Method.

All samples tested will first be screened using an EMIT test or its equivalent. If, on the initial screening, the sample tests positive, it will be verified using gas chromatography/mass spectrometry (GC/MS) or its equivalent. A drug test shall be considered positive in accordance with the regulations of the National Institute on Drug Abuse. A blood alcohol test shall be considered positive if the blood-alcohol level equals or exceeds the percentage established by the law of the State of California.

H. Availability of Test Results.

Any person who has been tested may obtain, by written request to his or her Human Resource representative, a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

I. Confidentiality.

Test results will be kept confidential and will only be released to a Medical Review Officer, to those employees of the Employer with a reasonable business need to know, as required by a Court of Law, or is authorized by the applicant.

J. Modifications.

The Employer shall have the right to modify these Substance Abuse Policies and Procedures to comply with statutory or common law requirements, and shall notify the Union of such modifications. The Employer may modify these Substance Abuse Policies and Procedures otherwise after notification to the Union and, upon request, discussion with the Union about such modifications.

ARTICLE 33

LEAD PERSONS

The Employer may designate an employee as a lead person to provide assistance in directing the work force in a nonsupervisory capacity, as it deems appropriate. Any employee so designated shall receive ten percent (10%) above his/her regular straight time hourly rate of pay for all hours actually worked in such capacity. (Such payments shall be added to the employee's hourly wage rate for the purpose of calculating overtime pay, if any.) Under no circumstances, however, shall lead pay as aforesaid be included or be computed in the fringe benefits (i.e., PTO time, bereavement, jury duty, or other paid leaves) provided under this Agreement. Qualifications and seniority shall be considered when selecting a lead person. However, management retains the right to make the final selection for the lead person position. Any disagreements between the parties regarding the foregoing shall be subject to the Grievance Procedure but may not be submitted to arbitration.

ARTICLE 34

VOLUNTARY EMPLOYER PROVIDED BENEFITS

A. Any voluntary benefits which are now in effect, or may in the future be put into effect, shall only be continued at the option of the Employer, and any discontinuance thereof shall not constitute a violation of this Agreement. Voluntary benefits shall include, by way of example and shall in no event be limited to, incentive subscriber growth bonuses or rewards, sales bonuses and/or sales commission payments, employee performance or production standards bonuses, attendance bonuses, equipment return and retention bonuses and Employer sponsored social events and activities.

B. Free CATV Service.

Bargaining unit employees shall be eligible for the same discounts on the Employer's services as offered to non-unit employees in the Bay Area Market.

C. Boot and/or Jeans Reimbursement.

Employees shall be eligible to receive reimbursement of up to \$50 per contract year for the purchase of climbing boots (if the employee's position requires climbing boots) or for the purchase of jeans worn on the job. In the alternative, employees may choose to receive a one-time only reimbursement of up to \$150 for the purchase of climbing boots, if they have not received and do not receive any other reimbursement during the term of this Agreement. The Employer may require employees to submit receipts in order to qualify for reimbursement.

ARTICLE 35

MEAL ALLOWANCE

Full-time employees required to work three (3) or more hours contiguous with their regular eight (8) or ten (10) hour shift, as the case may be, shall be entitled to a meal allowance in the sum of up to ten dollars (\$10.00). Under no circumstances shall a meal allowance be paid to any employee who elects not to consume a meal or who does not present a written receipt for the purchase of the meal. Time spent in consuming a meal shall not be deemed time worked for overtime calculation purposes.

ARTICLE 36

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by final adjudication of a State or Federal court or by legislative enactment, neither such decision nor legislative enactment shall invalidate the entire Agreement. All other provisions not declared invalid, shall remain in full force and effect. In the event that any Federal or State statute, enacted subsequent to the effective date of this Agreement, shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matters covered by this provision which may have been so declared invalid or void.

ARTICLE 37

SCOPE OF BARGAINING

Except as otherwise specifically provided herein or in a duly executed written side letter of agreement, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement demand any changes therein nor shall either party be required to bargain with respect to any such matter not specifically provided for

herein. Without limiting the generality of the above, both parties waive any right to demand of the other any negotiating, bargaining, or change during the life of this Agreement with respect to health and welfare, or insurance plans, or respecting any question of wages, hours, or any other terms or conditions of employment, provided that nothing herein shall prohibit the parties from changing the terms of this Contract by mutual agreement. If this Agreement is modified by such mutual agreement, the modification shall be reduced to writing and included herein and attached hereto as an addendum to the Agreement.

ARTICLE 38

TRAINING

A. The Employer shall continue to provide a formal on-the-job training program for its employees within the Service and Technical Department who either (1) are required to advance to the next highest classification (i.e., trainee to installer) or (2) are not so required but who otherwise are desirous of being promoted to higher job classifications, upon their enrollment in the applicable NCTI course required for such advancement.

B. All Employer provided training under this Article shall be held on Company time and employees shall be fully compensated at their appropriate rate of pay for all hours participating in the program.

C. The contents of the Training Program shall be drawn primarily from the "NCTI" program or other program substituted by the Employer. The Employer shall provide the Union with copies of all NCTI materials and/or other materials and documents to be used in the program.

D. The Employer agrees to provide all employees participating in the program all non-NCTI books and related study materials at no cost to the employee. Employees shall not be required to purchase at their personal expense any equipment for the purposes of the program.

E. (1) (a) The formal training program for employees enrolled in an approved NCTI technical course shall consist of a combination of classroom and field study, with particular emphasis on field, on-the-job training. Employees enrolled in the following listed NCTI courses shall be provided with at least the minimum number of hours of on-the-job training in the duties encompassed by such course which are set forth adjacent to the listed courses:

<u>NCTI Course Enrollment</u>	<u>Minimum No. Of Training Hours</u>
Installer Course	20
Advanced Installer Course	40
Service Tech Course	48
System Tech Course	60
Advanced Tech Course	80

(b) Should an employee fail the practical test for any of the courses referred to in (a) above, except the Installer Course, the employee may request and receive additional on-the-job training prior to retesting, up to 25% of the hours specified in (a) above.

(2) At the completion of each training segment, whether conducted by a supervisor or senior experienced unit employee, the employee(s) to whom such training had been provided shall be presented with a written statement setting forth the areas in which training had been conducted. The employee shall sign the statement and return it to the Employer. Upon request, the employee shall be provided with a duplicate copy. The employee's signature shall constitute an acknowledgment of receipt of the statement.

(3) Employer prepared and conducted practical tests for advancement purposes, shall only cover aspects of the job on which field training had been provided to the employee previously. (The foregoing shall not be applicable, however, to challenge situations within the purview of Article 13 C(7).)

(4) Formal training functions may be carried out by either supervisory personnel and/or experienced bargaining unit employees. All unit employees who, as instructed by management, train or instruct other employees as part of the training program in a classroom environment, shall receive the lead person ten percent (10%) differential for all hours engaged in such capacity. Likewise, all field on-the-job training conducted by senior unit personnel, which the Employer charges against the minimum hourly training requirements of E(1) above, shall be subject to the ten percent (10%) differential.

F. In addition to the foregoing, the Employer shall offer to interested personnel enrolled in the NCTI courses the opportunity for additional training to be held and conducted on non-work time. Attendance shall be voluntary and non-compensable. The Employer will offer at least twelve (12) hours of such training per quarter.

G. The Employer will continue to train employees within classifications in the knowledge necessary to the performance of their jobs. In particular, if the Employer assigns work to the employees within this bargaining unit regarding new technologies, the Employer will provide the necessary training to perform such work.

H. Once each quarter, the Employer shall post at each system location a training status report listing all employees involved in training and for each, the applicable course, the enrollment date in the NCTI or other training course, the number of lessons completed, the date of each training session attended, the date of the written and practical test and whether the employee passed said tests. A duplicate copy thereof shall be provided to the Union steward.

I. Bargaining unit employees shall be entitled to participate in the Employer's Education Assistance Program to the same extent as non-unit employees in the system.

ARTICLE 39

LABOR-MANAGEMENT FORUM

The Employer and the Union agree to utilize a joint Labor-Management Forum for the purpose of discussing and resolving issues of concern in the work place.

ARTICLE 40

DURATION

A. Except as otherwise provided herein, this Agreement shall be effective April 12, 2001 and shall, without reopening of any kind, continue in full force and effect to and including 11:59 P.M. on February 29, 2004.

B. Either party desiring to modify or change this agreement shall notify the other in writing at least sixty (60) days prior to the expiration date of this Agreement. Should the parties fail to reach an agreement on proposed changes by the expiration date, the Agreement shall terminate unless extended in writing by the mutual consent of the parties hereto.

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

FOR THE UNION

By: _____
Don Schena

By _____
Nancy Biagini, District Representative

Date: _____

By _____
Algerman White

Date: _____

Date: _____

APPENDIX "A"

STANDARDS OF JOB CLASSIFICATIONS

I. SERVICE AND TECHNICAL DEPARTMENT

INSTALLER-TRAINEE

Qualifications for Entrance Into the Installer-Trainee Classification

There shall be no prerequisite to obtaining the position of Installer-Trainee except that such individual must have a valid drivers' license, a satisfactory driving record, physical ability to perform required duties and sufficient intelligence and education to enable him/her to learn the skills of CATV operation. However, the Installer-Trainee shall be required as a condition of continued employment with the Employer to satisfy fully all of the requirements for entrance into the Installer classification within ninety (90) days after receipt of the NCTI Installer course.

INSTALLER

JOB SUMMARY: Perform and learn a variety of duties pertaining to cable television installation in customer's homes, apartments and commercial properties.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Sells new services to customers and attempts to upgrade existing customers; may be required to meet sales goals.

Makes customer drop installations (exterior and interior) complete from tap to antenna terminals on customer equipment in both single and multiple unit dwellings, including pre-wired units.

Performs new connects, reconnects, requested and non-pay disconnects; adds outlets; installs and/or removes converters; performs upgrades and downgrades of service. Checks quality control of installations, connects, reconnects, disconnects, and changes of service.

Analyzes picture quality and judges acceptability of picture delivered following installation of cable service.

Climbs poles with proper equipment (safety belt, safety strap and climbers), ladders or other structures as needed. Lifts and carries loads up to 70 lbs; uses bucket truck when required. Works within limited confines, such as crawl spaces.

Manipulates connectors, fasteners and wire and uses hand tools.

Drives Company vehicles in performance of job duties.

Uses customary CATV hand and power tools and test equipment in performance of job duties.

Completes appropriate paperwork functions as prescribed by system management.

Reads signal levels through use of field strength meter; adds and subtracts levels in installation problems; installs connectors on different types of drop cable; maintains proper clearances; installs tap-off devices.

Properly uses, stores and maintains a VOM or DMM to check for “open” or “short” on line as well as AC and DC voltages.

Reads general drop system layouts from blueprints.

Informs customers of FCC Rules and Company policies as they pertain to customers.

Performs other duties such as clean-up and salvage of wrecked out materials; provides general assistance to other employees as directed.

Demonstrates and ensures compliance with The Customer First philosophy.

Properly protects and defends Employer equipment, property, and materials against loss, theft or damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment, and alignment.

Other functions that may be assigned.

QUALIFICATIONS

High school diploma or GED. Trade school training.

Valid driver’s license; satisfactory driving record.

Ability to interpret and correctly fill out various work order forms provided by the Company.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to lift and carry loads up to 70 lbs.

Ability to interact with customers and co-workers; ability to communicate verbally.

Passes Customer First Program or equivalent within designated time. Completes NCTI Installer course within designated time. Satisfactory completion of written and practical tests prepared by the Employer

designed to demonstrate ability to perform the job.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

ADVANCED INSTALLER

JOB SUMMARY: Performs a variety of duties pertaining to cable television installation and servicing in customers' homes, apartments, and commercial properties; guides work activities of Installers.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties of personnel in Installer description.

Troubleshoots common system and drop line faults and corrects outside distribution problems of all kinds; calculates signal level losses, insertion losses, cable losses, taps and splitter devices of all distribution lines; uses VOM or DMM to check shorts, opens and voltages; uses available test equipment to locate underground cables and determines cable faults.

Instructs installers in performance of their work activities.

Makes periodic checks of system performance as prescribed by authorized administrative personnel. Performs quality control checks.

Responds to and corrects customer service problems.

Keeps records and renders reports relative to system operations as prescribed by the system.

Grounds tap boxes or places rod or wire which serves as ground for future installation of subscriber service drops.

Calculates signal level losses of all cable lines and devices.

Reads and understands all plant blueprints and draws minor blueprints.

Prewires single and multiple unit dwellings.

Performs customary CATV aerial and underground construction, including all passive and active devices found in distribution lines.

Demonstrates and ensures compliance with The Customer First philosophy.

Properly protects and defends Employer equipment, property, and materials against loss, theft or damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment, and alignment.

Other functions that may be assigned.

QUALIFICATIONS

Service as Installer for at least six (6) months or equivalent previous experience. Effective October 1, 2001: Service as Installer for at least one (1) year or equivalent previous experience.

Satisfactory passing of written and practical tests administered by the employer demonstrating ability to perform the required skills of the classification.

Satisfactory passing of NCTI Advanced Installer test, or Employer-designated equivalent.

Satisfactory passing of Customer First course or equivalent.

Must make good faith effort to meet sales goals as set by department/system.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to lift and carry loads up to 70 lbs.

Valid driver's license; satisfactory driving record.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

SERVICE TECHNICIAN

JOB SUMMARY: Performs field technical work and services customers' problems. Responsibilities include daily organization of service calls, customer relations, problem solving, and documentation.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties of personnel in Installer and Advanced Installer descriptions.

Instructs personnel in lower grades in the performance of their duties, and checks quality control.

Maintains system levels as specified in system operating instructions; calculates amplifier output; sets and replaces distribution and line extender amplifiers.

Diagnoses and changes out power supplies and line amplifiers in the field as required.

Performs underground and aerial construction duties customarily associated with a CATV operation, including, but not limited to, assisting in installation of all rigid and semi-rigid coaxial cable, including pole line construction within the overhead plant and all underground installations; installation of all vaults, pedestals, boxes or equipment used to house CATV equipment; locating of existing underground cables and use of a cable fault locator (TDR); removing from service or transferring from pole to pole all of the above.

Uses and maintains CATV construction equipment including, but not limited to, trenchers, compressors, jackhammers, boring equipment, cable plow and concrete saw.

Guys, lashes, relashes, pulls and splices cable.

Assists in designing minor plant extensions or modifications.

Properly uses, stores and maintains VOM, DMM, system sweep, bench sweep, return loss bridge, spectrum analyzer and waveform monitor as used in the customary operation of a CATV system.

Climbs poles, ladders, towers and other structures as needed. Lifts and carries loads of up to 70 lbs; uses bucket truck when required. Drives Company vehicles.

Manipulates connectors, fasteners and wire and uses hand tools.

Demonstrates and ensures compliance with The Customer First philosophy.

Properly protects and defends Employer equipment, property, and materials against loss, theft or

damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment, and alignment.

Other functions that may be assigned.

QUALIFICATIONS

Service as Advanced Installer for at least six months, or equivalent previous experience.

Satisfactory passing of NCTI Service Technician course or Employer-designated equivalent.

Satisfactory passing of written and practical tests administered by employer demonstrating ability to perform the required skills of the classification.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to lift and carry loads up to 70 lbs.

Valid driver's license; satisfactory driving record.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

SYSTEM TECHNICIAN

JOB SUMMARY: Performs field technical work. Responsible for routine maintenance and repair of CATV distribution system and for turn-on of new distribution system. Is involved in system troubleshooting due to equipment and/or power failure.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties of personnel in Service Technician, Advanced Installer, and Installer descriptions.

Instructs personnel in lower grades in the performance of their duties, and checks quality control.

Sets trunk levels, sets-up and changes out trunk amplifiers, calculates signal level losses in cable and equipment for trunk lines and distribution lines.

Installs electronics and makes power connections (excluding primary connections at secondary power source).

Properly uses, stores and maintains all test equipment used in system.

Conducts system tests such as carrier/noise, signal/hum, summation sweep, chart recording, return loss bridge, including monthly, semi-annual and annual tests.

Assumes full responsibility for troubleshooting and repair of the entire distribution, trunk, and fiber optic systems.

Sets up and balances Node's, including Optical path forward and return, Estimating Loss budget per design specifications, Troubleshooting Optical Path forward and return, Setup, Balance and Sweep "ALL" RF outputs according to System Design Specifications.

Performs System Sweeping, Alignment, Testing, Analysis, Troubleshooting, Ingress / Egress mitigation, Repair and Certification, including RF two way, in accordance with Employer Policy.

Prepares estimates for projects, providing bill of materials.

Is responsible for project through to completion, including monitoring contractor progress up to and including processing of invoices from contractors to assure Company specifications are met.

Assists and effects interface for required revisions to strand and design maps.

Climbs poles, ladders, towers and other structures as needed. Lifts and carries loads of up to 70 lbs; uses bucket truck when required.

Manipulates connectors, fasteners and wire and uses hand tools.

Drives Company vehicles.

Demonstrates and ensures compliance with The Customer First philosophy.

Properly protects and defends Employer equipment, property, and materials against loss, theft or damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment, and alignment.

Other functions that may be assigned.

QUALIFICATIONS

Service as a Service Technician for at least twelve months. Effective October 1, 2001: Service as a Service Technician for at least fifteen (15) months.

Satisfactory passing of NCTI System Technician course or Employer-designated equivalent.

Satisfactory passing of written and practical tests administered by Employer demonstrating ability to perform the required skills of the classification.

Valid driver's license; satisfactory driving record.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to lift and carry loads up to 70 lbs.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

ADVANCED TECHNICIAN

JOB SUMMARY: Responsible for preventative maintenance, troubleshooting, alignment, testing and repair of CATV distribution systems, fiber optic systems, transportation systems, powering systems and associated equipment in accordance with Good Engineering Practice; Employer, and FCC rules, regulations and procedures. Responsibilities include Analog, Digital, Sonet, ATM, and other communications methods and mediums.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties of personnel in Service Technician, System Technician, Advanced Installer, or Installer descriptions.

Instructs personnel in lower grades in the performance of their duties, and checks quality control.

Performs System Sweeping, Alignment, Testing, Analysis, Troubleshooting, Ingress / Egress mitigation, Repair and Certification, including RF two way, in accordance with Employer Policy.

Repairs, maintains and adjusts modulators, demodulators, heterodyne signal processors, encoders, decoders, pilot generators, broadband strip amplifiers, non-duplication switchers, fiber optic transmitters and receivers, satellite receivers, digital equipment and other headend equipment.

Maintains, adjusts, repairs and aligns microwave equipment owned or maintained by the Company.

Sets up and balances Node's, including Optical path forward and return, Estimating Loss budget per design specifications, Troubleshooting Optical Path forward and return, Setup, Balance and Sweep "ALL" RF outputs according to System Design Specifications.

Produces and maintains documentation and records for all activities and testing as required by Employer Policy.

Participates in regularly scheduled and emergency on-call duty beyond normal working hours as required by supervisor. Position may require non-standard working hours on a regular basis in order to perform position duties at hours that are least disruptive to customers.

Designs new plant extensions and rebuild / upgrade design of existing plant including, but not limited to; strand mapping, electronics, obtaining field information, pole line continuity, footage, anchor and pedestal locations. Prepares and submits pole application, permits, street use permits, right of way easements and MDU agreements as required.

Maintains thorough and current proficiency of FCC and Employer performance specifications, and can, without supervision, initiate and complete comprehensive testing including (but not limited to) all FCC or

Employer required or recommended tests and measurements.

Performs training of system personnel as needed.

Performs general construction duties, splicing (coaxial, fiber), activation and emergency restoration of communications facilities.

Properly protects and defends Employer equipment, property, and materials against loss, theft or damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment, and alignment.

Demonstrates and ensures compliance with The Customer First philosophy.

Other functions that may be assigned.

QUALIFICATIONS

Minimum of twelve (12) months experience as a System Technician or Construction Technician II.

Successful completion of the NCTI Advanced Technician course or Employer-designated equivalent.

Satisfactory passing of written and practical tests administered by Employer demonstrating ability to perform the required skills of the classification.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to lift and carry loads up to 70 lbs.

Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to, shovels, picks, wrenches, and other general or specialized small hand tools.

Ability to safely and regularly perform position requirements at heights greater than 30 feet.

Knowledge of National Electrical Codes

Valid driver's license; satisfactory driving record.

HEAD END TECHNICIAN

JOB SUMMARY: Primarily responsible for maintenance, repair, additions, alterations and general upkeep of Primary Headends, Secondary Headends, Hub Sights and Relay sights, Antennas, Towers, Earth Stations and outside plant including analog, digital, ATM, SONET, coaxial, fiber optic, twisted pair and other communications methods and mediums. Responsibilities include standard analog and digital CATV services, @Home and telephony duties as directed by Supervisor.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs all job responsibilities and duties of an Advanced Technician, System Technician, Service Technician and Installer.

Performs regular maintenance, repair, testing, alignment, alterations, and adjustment on all headend equipment including, but not limited to, processors, modulators, demodulators, encoders, decoders, satellite receivers, all types of switches, fiber optic transmitters, fiber optic receivers, other fiber optic equipment, digital headend equipment, @Home equipment, telephony equipment generators, air conditioning, power conditioning and other headend and plant equipment.

Performs regular proof of performance and other headend and plant testing, documentation and reporting in accordance with FCC rules and Employer policy.

Performs headend alterations including design changes, service additions, service changes, channel rearrangements, equipment improvements and changes including air conditioning, power conditioning, standby generators, towers, antennas and satellite rx/tx stations.

Maintains thorough and current proficiency of FCC and Employer performance specifications, and can, without supervision, initiate and complete comprehensive testing including (but not limited) all FCC or Employer required or recommended tests and measurements. Insures that the headend and all related equipment is properly maintained within these specifications at all times.

Performs training of Employer personnel as instructed by supervisor.

Properly protects and defends Employer equipment, property and materials against loss, theft or damage. Maintains all equipment assigned in proper working order including regular calibration, repair, adjustment and alignment.

Maintains security, including security and alarm systems, of facilities in accordance with Employer policy.

Installs, maintains, repairs or replaces SONET, status monitoring and other headend equipment as required.

Interfaces with TCG (or equivalent) switch personnel, headend technicians, line maintenance technicians, and field personnel to ensure network reliability.

QUALIFICATIONS:

Successful completion of the SCTE or NCTI Advanced Technician course or employer designated equivalent.

Minimum of 18 months as an Advanced Technician, and continued ability to perform the duties of an Advanced Technician.

Successful completion of Arris/Antec training (Operational and Maintenance Procedures) or Employer-designated equivalent which may also include additional diagnostic and status monitoring modules associated with the deployment of telephony in advanced digital network systems.

WAREHOUSEPERSON

JOB SUMMARY: Under the direction of supervisor, performs those duties relating to the storage and retrieval of system supplies and equipment.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Maintains all inventory in a secure and orderly manner with appropriate controls as outlined in the Company's inventory control guidelines.

Distributes supplies and equipment from storage, upon authorized request, and returns them to proper place after use.

Performs shipping and receiving function, including lifting and carrying loads of up to 70 lbs.

Maintains a card file for converter control purposes.

Maintains inventory reports.

Timely re-ordering of inventory and necessities.

Demonstrates and ensures compliance with The Customer 1st philosophy.

Other duties that may be assigned.

PREFERRED QUALIFICATIONS:

High school diploma or GED.

Ability to develop and implement a simple record-keeping procedure.

Ability to communicate clearly and tactfully, yet convincingly, with other employees.

Knowledge of all functions and related tasks in each area of the warehouse.

Valid driver's license; satisfactory driving record.

Ability to lift and carry loads up to 70 lbs.

II. CONSTRUCTION DEPARTMENT

CONSTRUCTOR

JOB SUMMARY: Performs general work involved in new construction of system plant and its repair and maintenance.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Digs trenches and fills ditches; buries cable.

Prepares damaged underground system plant for repairs; includes trenching, potholing, backfill, and repair or replacement of conduits, poles, risers, cables, and pedestals.

Sets and/or replaces underground pedestals and other equipment housings.

Assists linepersons and splicers in the performance of their duties.

Lifts and carries loads up to 70 lbs; climbs poles or other structures as required.

Manipulates connectors, fasteners and wire and uses hand tools.

QUALIFICATIONS

High school diploma or equivalent.

Knowledge of pole climbing techniques and safety standards which must be learned through on-the-job training within the initial training period.

Passes Customer First Program or equivalent within designated time.

Has completed NCTI Installer course. Satisfactory completion of written and practical tests prepared by the Employer designed to demonstrate ability to perform the job.

Valid driver's license; satisfactory driving record.

CONSTRUCTION TECHNICIAN I

JOB SUMMARY: Performs underground and/or aerial construction duties in construction of system plant and its repair and maintenance.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Installs rigid and semi-rigid coaxial cable which includes pole line construction within the overhead plant (strand and backbone rigid cable) and all underground installations of rigid and semi-rigid coaxial cable either in conduit or direct buried.

Installs main and distribution line passive and active devices, both new and rebuilt, including power supplies (60-90V); amplifiers; hybrid splitters; directional couplers; power combiners; and tap boxes.

Installs vaults, pedestals, boxes or equipment used to house CATV equipment.

Guys, lashes, relashes, pulls and splices cable.

Installs distribution and trunk line conduit and ducts for the use of cabling and clearing of any conduits or ducts that may be clogged.

Locates existing underground cables. Has access to all pertinent blueprints and use of cable fault locator.

Removes from service or transfers from pole to pole all of the aforementioned items.

Grounds tap boxes or places rod or wire which will serve as ground for future installation of subscriber service drops.

Calculates signal losses of all cable lines and devices, using signal level meter; reads and understands all plant blueprints and draws minor blueprints, excluding main trunk lines.

Prewires single and multiple unit dwellings.

Performs duties of a Service Technician as needed.

Uses CATV construction equipment, including, but not limited to, trenchers, compressors, jackhammers, boring equipment, cable plow and concrete saw.

Climbs poles, ladders, towers and other structures as needed. Lifts and carries loads up to 70 lbs; uses bucket truck when required.

Manipulates connectors, fasteners and wire and uses hand tools.

QUALIFICATIONS:

High school diploma or equivalent with basic knowledge and aptitude in electronics.

Prior experience in pole climbing techniques and knowledge of safety standards. Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Valid driver's license; satisfactory driving record.

Complete NCTI training or Employer-designated equivalent training.

A minimum of six months as Advanced Installer or one year as a Constructor.

NCTI: must complete Service Technician NCTI class and/or Division designed Training.

Satisfactory passing of written and practical tests administered by Employer demonstrating ability to perform the required skills of the classification.

Ability to lift and carry loads up to 70 lbs.

Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to, shovels, picks, wrenches, and other general or specialized small hand tools.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

CONSTRUCTION TECHNICIAN II

JOB SUMMARY: Performs construction, maintenance, repair of CATV plant, aerial, underground, and apartment in accordance with safety regulations, Employer policies and procedures, good workmanship; utility, federal, state and local codes.

ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Proficient in and knowledgeable of all duties and responsibilities of Construction Tech 1 and Service Technician.

Performs construction of new plant, stranding, cabling, splicing, activating, rough balancing, signal leakage detecting and correction.

Performs replacement or rebuild of existing plant.

Performs trouble shooting from TV terminals back to bridger module.

Knowledgeable in the area of system layout and strand mapping, with the ability to read and understand system maps concerning construction and repair.

Performs pole change-outs, transfers, rearrangements, etc.

Install or replace power supplies.

Participates as required in a regularly scheduled on-call duty.

Develops familiarity with preventative maintenance, i.e., sweeping, balancing, signal leakage detection and monitoring, voltage measurement, and stand-by power testing.

Produce reports as required on the operation of the plant facility.

Perform duties of a System Tech as required.

Performs the following jobs in accordance with company policy: installations, reconnects, disconnects, upgrades, downgrades, grounding, prewires, postwires, audits, tracing, converter retrievals, VCR installations, video game installation, underground installation, signal leakage tracking, additional outlets, moves, FM installations, and survey DMX installations.

Functions in various weather conditions within safety constraints.

Re-runs installations when necessary.

Trains and monitors personnel as directed by supervisor.

Performs quality control inspections, and monitors field personnel on a regular basis to assure quality and recommend additional training as needed.

QUALIFICATIONS:

High school diploma or equivalent.

Ability to lift and carry loads up to 70 lbs.

Valid driver's license; satisfactory driving record.

Knowledge of all construction tools and equipment including: bucket trucks, lasher, blocks, pulling grips, stand/cable trailers, cable layers, hoists, bolt cutters, lay-up sticks and hand lines.

Must have at least twelve (12) months experience as a Construction Person I. Effective October 1, 2001, must have at least fifteen (15) months experience as a Construction Person I.

Must complete System Technician NCTI class or Employer-designated equivalent.

Satisfactory passing of written and practical tests administered by Employer demonstrating ability to perform the required skills of the classification.

Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift vehicles.

Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to, shovels, picks, wrenches, and other general or specialized small hand tools.

Other Job Qualifications: All requirements of a Construction Person I.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of the job.

ADDENDUM

A. STATE WAREHOUSE FACILITY

In the event the Employer establishes a warehouse facility to serve the needs of systems within the State (union and non-union alike) and staffs such warehouse facility with employees, any and all questions relating to the inclusion in or exclusion from the unit or coverage by this Agreement of such functions and/or employees shall be resolved solely and exclusively by the National Labor Relations Board. Article 8 of this Agreement shall not be utilized or have any bearing on the resolution of such questions.

B. CONVERTER REPAIR

(1) The parties expressly recognize and agree that the Employer does not presently employ individuals for the performance of converter repair functions.

(2) The parties further recognize and agree that work performed by unit employees in determining general serviceability of a converter does not constitute converter repair functions.

(3) The Employer may continue to subcontract converter repair functions during the life of this Agreement. Should, however, the Employer decide to employ individuals as converter repair or should there be vacancies in such positions thereafter, the position and/or vacancy shall be filled by qualified unit employees based on seniority. In this regard, the most senior qualified employee shall be awarded the position. A simple passing grade of 75% on an appropriate test shall be the sole criterion for qualification for such position. Openings shall be posted on the Union bulletin boards for at least ten (10) working days prior to the filling of the position.

C. GARNISHMENTS

The Employer may deduct administrative and processing fees for garnishments from employees' pay at a cost not to exceed \$1.00 for each deduction made.

**AT&T BROADBAND
TCI CABLEVISION OF CALIFORNIA, INC.**

Ms. Nancy Biagini
District 9 Representative
Communications Workers of America, District 9
2870 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833

**Re: TCI Cablevision of California, Inc. and CWA -- Side Letter of Understanding
Supplementing And Modifying 2001-2004 Collective Bargaining Agreement (Oakland
Technical Unit)**

Dear Ms. Biagini:

During the course of collective bargaining negotiations, the Parties agreed that modifications of certain provisions of the collective bargaining agreement were in order and that such alterations and changes should be confirmed in writing *via* a side letter of understanding rather than be included in the collective bargaining agreement itself.

The agreed upon modifications and supplements to the contract are set forth below:

A. ARTICLE 10, PROGRESSIVE DISCIPLINE

"Serious offenses" as used in Article 10, Progressive Discipline of the current Collective Bargaining Agreement, shall include but not be limited to the following:

1. (a) Carrying and/or possessing intoxicants or unlawful drugs during the course of the work day (including meal period, break time, overtime assignments, call-backs and standby call-outs) while on or off the Employer's premises or, at any time on the Employer's premises or in an Employer vehicle;

(b) For the purposes of this Article, the term "Employer premises" shall be defined as anything that is leased, owned or rented by the Employer.

2. Using intoxicants and/or unlawful drugs during the course of the work day (including meal period, break time, overtime assignments, call-backs and standby assignments) while on or off the Employer's Premises or, at any time on the Employer's Premises or in an Employer vehicle;

3. Carrying, possessing or transporting any weapon (i.e., non-work tool, excluding Pocket knife with blade of less than four (4) inches) or explosives during the course of the work day (including meal period, break time, overtime assignments, call-backs and standby call-outs) while on or off the Employer's premises or, at any time on the Employer's premises or in an Employer vehicle, without Employer permission;
4. Engaging in or aiding and abetting others to engage in the theft of the Employer's CATV services or equipment;
5. Theft of any property or thing of value from anyone at any time on or off the Employer's property;
6. Engaging in any conduct in violation of the No-Strike provisions of this Agreement;
7. Willful falsification of employment application, service reports, work orders, route sheets, time sheets or other Employer records;
8. Engaging in unlawful harassment, abuse, or intimidation of fellow employees, supervisors, subscribers, invitees or licensees;
9. Unprovoked fighting with or assaulting a representative of management, fellow employee or subscriber;
10. Deliberately abusing or damaging equipment, vehicles, material or property owned by the Employer, a fellow employee or a subscriber;
11. Obtaining a leave of absence or paid sick leave under false pretenses;
12. Failure to submit timely reports of accidents involving Employer vehicles or equipment;
13. Sleeping during an employee's actual work hours;
14. Unauthorized use of an Employer vehicle;
15. Carrying unauthorized passengers in an Employer vehicle;
16. Proven reckless and/or grossly negligent operation of an Employer vehicle;
17. Failure to comply with or abide by the terms and conditions of the Employer's Drug and Alcohol Policies and Procedures as set forth in the Article 32 of the current Collective Bargaining Agreement;

18. Engaging in any immoral or indecent conduct during the course of the work day (including meal period, break time, overtime assignments, call-backs and standby-call-outs) while on or off the Employer premises or, at any time on the Employer's premises or in an Employer vehicle;

19. Moonlighting and/or working for another Employer engaged in work of the type and nature covered by this Agreement or working for a competitor of the Employer;

20. Unreasonable failure or refusal to follow management work directives and orders or deliberately undermining supervisory authority;

21. Carelessness, including violation of the Employer's safety rules and regulations, endangering the safety of oneself or others or endangering the Employer's property and equipment; and

22. Failing to submit timely reports of personal injuries which of affect employee work performance.

B. ARTICLE 8, GRIEVANCE AND ARBITRATION PROCEDURE:

Sub-paragraph F. of this Article of the Agreement shall be modified to reflect a limitation on an arbitrator's authority to compromise, change or in any way reduce the discipline imposed on an employee for engaging in certain of the "serious offenses", listed in A. above, as follows:

1. If an employee is discharged, suspended or otherwise disciplined for any of the infractions expressly set forth in Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 of this side letter and a grievance with respect thereto is submitted to arbitration, the arbitrator shall have authority only to make a factual determination and, based thereon, either to sustain or deny the grievance, in full. In such circumstances, the arbitrator has no legal or equitable authority whatsoever to substitute his judgment for that of the parties and to issue a compromise award or lesser penalty. Accordingly, if the evidence establishes that an employee is guilty of an infraction listed in Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 above, just cause for the particular disciplinary measures imposed is inferred and the arbitrator shall be required to deny the grievance in full. If, however, there is insufficient evidence establishing a violation of Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 above, the arbitrator shall be required to sustain the grievance in full.

2. If an employee is discharged, suspended or otherwise disciplined for an offense or infraction not expressly listed in Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 above, and a grievance with respect thereto is submitted to arbitration, the arbitrator shall retain his/her traditional legal and equitable authority and be empowered, subject to the limitations and constraints of Article 8, E., F. and H. of the Collective Bargaining Agreement, to sustain or deny the grievance, in whole or in part, and may award or deny reinstatement, with or without back pay.

C. SELLING FUNCTIONS ENGAGED IN BY TECHNICAL UNIT PERSONNEL:

Technical employees may be required to "promote and sell CATV services in connection with the performance of customary work duties," as provided in Appendix "A" of the Agreement. It is understood and agreed, however, that such employees shall not be disciplined for failure to effectuate sales, provided they have made good faith selling and promotional efforts.

D. TRANSITION TO CONSTRUCTION DEPARTMENT

Name	NCTI Course Completed	New Classification
Keith Pardell	Advanced Tech	Advanced Tech
Fernando Ramos	Service Tech	Construction Tech I
Jose Lopez	Service Tech	Construction Tech I
Jerry Frasier	Service Tech	Construction Tech I
William Goodo	Installer	Construction Tech I
Michael Littlejohn	Installer	Construction Tech I
Oscar Lopez	Installer	Construction Tech I

If they have not already done so, these employees will be expected to fulfill all qualifications for the assigned position (other than time in grade). If an employee must fulfill the qualifications for one position, the employee shall do so within six (6) months of the ratification date of this Agreement. If an employee must fulfill the qualifications for two positions, the employee shall do so within nine (9) months of the ratification date of this Agreement, and the Employer shall offer a combined practical training and exam. If the employee does not fulfill all such qualifications within the specified time period, the employee shall be reduced to the classification and wage rate appropriate for his/her qualifications under Article 13 and Appendix A of the Agreement. If the Employer fails to provide adequate training opportunities during the time frame, the time frame shall be extended by a time period equal to that in which the Employer did not provide adequate training opportunities.

E. RATIFICATION BONUS AND RETROACTIVITY

If the Employer's offer for this Agreement is ratified by April 21, 2001, each full time employee in the bargaining unit will receive a lump sum bonus of \$350.00. Part-time employees receive a pro rata share of the bonus, based on hours regularly scheduled.

The Agreement also provides for wage increases retroactive to the first pay period after March 1, 2001. Employees must be on paid status on the date of ratification and the date of payment to receive the retroactive increases and the ratification bonus.

F. @HOME WORK

The Employer and the Union are parties to a Supplemental Agreement for the Bay Area bargaining unit (Fremont, San Carlos, and Pacifica) that provides for a premium for certain work done in connection with the Employer's @Home product. That Supplemental Agreement shall also apply, effective with the ratification date of this Agreement, to the Oakland bargaining unit.

We trust the foregoing accurately reflects the understanding of the parties. Accordingly, kindly acknowledge the CWA's concurrence and agreement to same by signing your name in the space provided below and return a fully executed copy to me at your earliest convenience. A duplicate copy of this letter has been provided for such purposes. (In the event you are not authorized to bind the International Union, kindly have an authorized agent or officer thereof execute this letter.)

Thank you.

Very truly yours,

Jane Perdue, Vice President of Human Resources

AGREED FOR AND ON BEHALF OF
THE COMMUNICATIONS WORKERS OF
AMERICA:

By _____

Date: _____