

**COLLECTIVE BARGAINING AGREEMENT**

between

**COMCAST CABLEVISION OF CALIFORNIA IX, INC.**

and

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

(BAY AREA)

March 1, 2002 – February 28, 2005

Ratification Date: June 13, 2002

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
WITNESSETH :.....	1
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 NO DISCRIMINATION .....	3
ARTICLE 3 CATEGORIES OF EMPLOYEES COVERED BY THE AGREEMENT .....	4
ARTICLE 4 PROBATIONARY PERIOD AND NOTIFICATION OF NEW HIRES .....	4
ARTICLE 5 PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL.....	5
ARTICLE 6 TRANSFER AND/OR SALE OF BUSINESS.....	11
ARTICLE 7 MANAGEMENT RIGHTS .....	12
ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE .....	13
ARTICLE 9 NO STRIKE - NO LOCKOUT .....	18
ARTICLE 10 PROGRESSIVE DISCIPLINE.....	18
ARTICLE 11 UNION SECURITY AND CHECK-OFF .....	21
ARTICLE 12 SENIORITY, LAYOFF AND RECALL.....	22
ARTICLE 13 PROMOTIONS AND INTER/INTRADEPARTMENTAL AND INTER-PLANT TRANSFERS .....	26
ARTICLE 14 REPORT-IN PAY .....	32
ARTICLE 15 CALL-BACKS .....	33
ARTICLE 16 HOURS OF WORK & BREAK PERIODS .....	33
ARTICLE 17 OVERTIME.....	35
ARTICLE 18 STANDBY EMPLOYEES.....	36
ARTICLE 19 SHIFT DIFFERENTIAL .....	37
ARTICLE 20 EXPENSES .....	38
ARTICLE 21 SICK LEAVE .....	38

ARTICLE 21 TIME AWAY FROM WORK.....	40
ARTICLE 22 LEAVE FOR FAMILY CARE AND/OR PREGNANCY DISABILITY.....	49
ARTICLE 23 PERSONAL LEAVE OF ABSENCE .....	56
ARTICLE 24 MEDICAL EXAMINATIONS, DOCTORS’ NOTES, RELEASES AND REASONABLE ACCOMMODATIONS .....	57
ARTICLE 25 MILITARY LEAVE OF ABSENCE .....	62
ARTICLE 26 BEREAVEMENT LEAVE OF ABSENCE .....	63
ARTICLE 27 LEAVE FOR JURY DUTY .....	63
ARTICLE 28 STEWARD LEAVE OF ABSENCE FOR TRAINING AND UNION ACTIVITIES .....	64
ARTICLE 29 HOLIDAYS.....	65
ARTICLE 30 VACATIONS .....	67
ARTICLE 31 WAGES .....	70
ARTICLE 32 BENEFITS.....	72
ARTICLE 33 TOOLS AND EQUIPMENT.....	73
ARTICLE 34 EMPLOYER VEHICLES .....	74
ARTICLE 35 UNIFORMS.....	74
ARTICLE 36 SAFETY AND HEALTH.....	75
ARTICLE 37 SHOP STEWARDS .....	76
ARTICLE 38 UNION VISITATION AND BULLETIN BOARD.....	76
ARTICLE 39 SUBSTANCE ABUSE POLICIES AND PROCEDURES.....	77
ARTICLE 40 LEAD PERSONS .....	80
ARTICLE 41 VOLUNTARY EMPLOYER PROVIDED BENEFITS .....	81
ARTICLE 42 MEAL ALLOWANCE.....	81
ARTICLE 43 SEPARABILITY .....	81
ARTICLE 44 SCOPE OF BARGAINING .....	82
ARTICLE 45 TRAINING.....	82

ARTICLE 46 OFFICE CLERICAL TRAINING, WORK ASSIGNMENTS & VACANCIES.....83  
ARTICLE 47 LABOR-MANAGEMENT FORUM .....83  
ARTICLE 48 DURATION .....83

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PREAMBLE

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AGREEMENT made and entered into this 13th day of June, 2002, by and between COMCAST CABLEVISION OF CALIFORNIA IX, INC. providing broadband services under the marketing name of Comcast Cable (hereinafter called the “Employer”) and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the “Union”) regarding the Employer’s broadband services (hereinafter called “Broadband”) systems located at 305 Gateway Drive, Pacifica, California 94044 (hereinafter called “Daly City/Pacifica”), 555 Mowry Avenue, Fremont, California 94536 (hereinafter called “Fremont”), 1691 Bayport Ave., San Carlos, California 94070 (hereinafter called “San Carlos/San Mateo”), and 880 Stanton Road, Burlingame, California 94010 (hereinafter called “Burlingame”).

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W I T N E S S E T H :

WHEREAS, the Employer is engaged in the construction and operation of Broadband systems in Daly City/Pacifica, Fremont and San Carlos/San Mateo, California; and

WHEREAS, the Union is the lawful collective bargaining representative for all installation, construction and technical employees employed by the Employer at its Daly City/Pacifica, Fremont, San Carlos/San Mateo, and 880 Stanton Road, Burlingame, California facilities; and

WHEREAS, the Union also is the lawful collective bargaining representative for all office clerical employees employed by the Employer at its Daly City/Pacifica, California facility; 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:

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**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,

1 construction and technical employees in the classifications set forth in Appendix "A", annexed  
2 hereto and made a part hereof, who are employed by the Employer at its Fremont, Daly  
3 City/Pacifica and San Carlos/San Mateo, California facilities and who report to work at the  
4 Employer's location at 880 Stanton Road, Burlingame, California. In addition, the Employer  
5 recognizes the Union as the sole and exclusive representative of the office clerical employees  
6 employed at its Daly City/Pacifica facility.  
7

8 (2) The collective bargaining unit covered by this Agreement shall be  
9 subdivided into three (3) separate and distinct departments, as follows: Service and Technical;  
10 Construction Department; and Office Clerical. (The Service and Technical Department and the  
11 Construction Department shall be established and maintained in each system within the unit  
12 covered by this Agreement; the Office Clerical Department, however, shall be maintained only  
13 in the Pacifica/Daly City system). The following shall be the classes of work within each  
14 Department in this Agreement:  
15

16 Service And Technical Department

- 17 Installer Trainee
- 18 Installer
- 19 Warehouse Person
- 20 Advanced Installer
- 21 Service Technician
- 22 System Technician
- 23 Advanced Technician
- 24 Head-End Technician

25  
26 Construction Department

- 27 Constructor
- 28 Construction Tech I
- 29 Construction Tech II

30  
31 Office Clerical Department

- 32 CSSR I
- 33 CSSR II

34  
35 B. All other employees, office clerical employees, excluding those employed by the  
36 Employer at its Daly City/Pacifica facility, sales and tele-marketing personnel, auditors,  
37 professional employees, confidential employees, managerial employees, temporary employees,  
38 pay TV, local origination, public access coordinators, programmers, marketing, subscription TV,  
39 design and drafting personnel and other employees within the Employer's regional and division  
40 offices and engineering department, guards and all supervisors as defined in the Act, are  
41 expressly excluded from the bargaining unit covered by this Agreement.  
42

1 C. Any and all disputes between the parties hereto concerning the inclusion in or  
2 exclusion from the unit shall be subject to the grievance process of this Agreement, but shall not,  
3 under any circumstances, be subject to arbitration under this Agreement. If the parties are  
4 unable to resolve such a dispute on a mutually satisfactory basis through the grievance procedure  
5 or otherwise, the dispute shall be subject to final and binding resolution solely and exclusively  
6 by the National Labor Relations Board (hereinafter called the "NLRB").  
7

8 D. In the event the Employer establishes new and/or additional facilities within the  
9 geographic franchise areas encompassed by the systems covered by this Agreement, all service,  
10 technical and construction employees, excluding office clerical employees, employed at such  
11 new or additional systems shall be covered by the terms and conditions of this Agreement. If,  
12 however, such new or additional facilities are created within the geographic franchise areas  
13 encompassed by the Employer's Daly City/Pacifica system, the office clerical employees  
14 employed at such new or additional facilities shall likewise be covered by the terms and  
15 conditions of this Agreement.  
16

17 E. In the event the Employer herein, its parent company, subsidiaries or affiliates,  
18 individually, collectively or by virtue of a partnership, joint venture or other form of ownership,  
19 acquires an existing system anywhere within the State of California or, pursuant to franchise,  
20 builds a system outside of the existing geographical franchise areas covered by this Agreement,  
21 such newly acquired and/or newly built system shall not in any way, directly or indirectly, be  
22 covered by the provisions of this Agreement or be encompassed within the unit covered by this  
23 Agreement in the absence of an NLRB determination to this effect. In this regard, the NLRB  
24 shall be the sole and exclusive agency to make such determination and the Grievance and  
25 Arbitration provisions of this Agreement shall not be applicable or be utilized to resolve any  
26 representation questions in connection with such newly acquired or newly built systems.  
27

28 F. For the purpose of this Article, the geographic franchise areas encompassed by  
29 this Agreement (unless modified by the mutual agreement of the parties) shall be limited to the  
30 following: the cities of Fremont, Newark, Belmont, Brisbane, Colma, Daly City, Millbrae,  
31 Pacifica, Redwood City, San Carlos, San Mateo and the unincorporated areas of San Mateo  
32 county (i.e., Broadmoor and North Fair Oaks).  
33  
34

35 **ARTICLE 2**  
36 **NO DISCRIMINATION**

37  
38 Neither the Employer nor the Union shall unlawfully coerce, intimidate or discriminate  
39 against any employee within the unit because of age (as prohibited by the Age Discrimination In  
40 Employment Act of 1967), sex, race, color, religion, creed, ethnic origin, marital status, sexual  
41 orientation, mental or physical disability, as provided in the Americans With Disabilities Act

1 (ADA) and/or in Section 12945 of the California Government Code (Pregnancy Disability Act),  
2 serious health condition, as defined in Section 12945.2 of the California Government Code  
3 (Family Rights Act) and/or the Family and Medical Leave Act of 1993 (FMLA), Union  
4 membership and Union activities.

5 **ARTICLE 3**  
6 **CATEGORIES OF EMPLOYEES COVERED BY THE AGREEMENT**

7  
8 A. All regular full-time and regular part-time employees within the classifications set  
9 forth in Appendix "A" herein shall be fully covered by and be subject to all of the terms and  
10 conditions of this Agreement, except as otherwise expressly provided in this Article or in other  
11 provisions of this Agreement.

12  
13 B. A regular full-time employee is one who is regularly scheduled to work forty (40)  
14 hours per payroll week.

15  
16 C. (1) A regular part-time employee is one who is regularly scheduled to work  
17 less than forty (40) hours per payroll week.

18  
19 (2) Any and all regular part-time personnel who are regularly scheduled to  
20 work thirty (30) but less than forty (40) hours per payroll week, shall be eligible for coverage by  
21 and participation in the Employer's health insurance, dental, disability insurance and life  
22 insurance plans as provided for in such plans and in the same manner as non-unit part-time  
23 employees. Holidays, vacations, bereavement leave, and jury duty leave shall be provided on a  
24 pro-rata basis in accordance with the employee's regular weekly work schedule.

25  
26 (3) All regular part-time employees who are regularly scheduled to work less  
27 than thirty (30) hours per payroll week, however, shall not be entitled to any of the fringe  
28 benefits set forth in this Agreement.  
29

30 **ARTICLE 4**  
31 **PROBATIONARY PERIOD AND NOTIFICATION OF NEW HIRES**

32  
33 A. (1) All regular full-time and part-time employees covered by this Agreement  
34 who are hired on or after the effective date of this Agreement, shall be subject to a probationary  
35 period of one hundred and twenty (120) calendar days commencing with the first day of  
36 employment.

37  
38 (2) Days lost from work for any reason during the probationary period shall  
39 not be considered in computing such time period.

1  
2 (3) Following the conclusion of the probationary period, an employee shall be  
3 considered a regular employee and shall have his/her seniority calculated from the date of initial  
4 hire.

5  
6 (4) At any time during the probationary period, the Employer may layoff,  
7 discharge or discipline probationary employees and the Employer's action with respect thereto  
8 shall be subject only to Step 2 of the Grievance Procedure and not to any other steps of the  
9 Grievance Procedure, including the Arbitration provisions of this Agreement.

10  
11 (5) Unless otherwise expressly provided herein, probationary employees shall  
12 not be entitled to any of the fringe benefits set forth in this Agreement during their period of  
13 probationary employment. Such probationary employees, however, shall be paid the contractual  
14 wage rate for the classification in which they are placed and shall also be eligible to receive  
15 medical insurance benefits in accordance with the terms and conditions of the applicable medical  
16 plan in effect during the life of this Agreement.

17  
18 B. No longer than every fourteen (14) calendar days, the Employer shall notify the  
19 Local Union in writing, of the names of employees who started work during the period since the  
20 last such notification, their assigned job classification, rate of pay, their supervisor, and status  
21 with regard to permanent/temporary full-time/part-time. Such notification shall also contain the  
22 names of all employees who have left the bargaining unit since the last notification. The  
23 Employer shall also notify the employee of the name of the Steward in the applicable plant  
24 location.

25  
26 **ARTICLE 5**  
27 **PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL**

28  
29 **THIS ARTICLE 5 SHALL BE EFFECTIVE FROM THE EFFECTIVE DATE OF THE**  
30 **AGREEMENT UNTIL MARCH 1, 2003. ON AND AFTER MARCH 1, 2003, THIS**  
31 **ARTICLE 5 SHALL BE SUPERSEDED BY THE ARTICLE 5 FOUND BELOW.**

32  
33 A. Unless otherwise provided herein, functions contained in the job descriptions in  
34 Appendix "A" (hereinafter called "unit work") shall continue to be performed by unit personnel  
35 during the life of this Agreement.

36  
37 **B. Performance of "Instant-Installs" and The Placement of Converters and/or**  
38 **Other Pay TV Devices by Sales Personnel.**

39  
40 Employees employed by the Employer for the purpose of selling converters to existing or  
41 potential subscribers or effectuating upgraded services from such subscribers are sales personnel

1 within the meaning of Article I, Paragraph B. and shall not be covered by the terms of this  
2 Agreement. Such personnel, however, in accordance with effective marketing and sales  
3 techniques, are expressly allowed and limited to perform the following unit work in a multiple  
4 dwelling unit (i.e., “MDU” with four (4) or more living units within one (1) building):  
5 (1) perform an “instant install”; or (2) perform disconnects in connection with a “hot drop  
6 program”; or (3) place a converter and/or other pay TV devices with the subscriber and to make  
7 the appropriate connections to the subscriber’s receiving equipment; and/or (4) insert or remove  
8 pay TV devices as may be necessary to effectuate upgraded services, all at the time of sale at the  
9 subscriber’s residence or place of business. It is understood and agreed that the performance of  
10 such work by sales personnel shall not result in the layoff or the reduction of the regular work  
11 day or the regular work week of unit personnel.  
12

13 **C. Performance of Unit Work by Supervisors, Management, Engineering**  
14 **Personnel and/or Other Non-Unit Employees.**  
15

16 Supervisory, management, engineering personnel and/or other non-unit employees may  
17 perform work in the unit only in cases of (1) serious emergencies; (2) where available personnel  
18 are not capable of performing the required work; (3) where all qualified scheduled and standby  
19 personnel are not available to do the required work due to other work commitments; (4) in  
20 connection with supervisory duties - testing, measuring, inspecting, or assisting the work of unit  
21 employees; or (5) where the training of employees in the unit is involved. (Items #1, 3, and 4  
22 above shall not be interpreted to mean that supervisors and non-unit employees may regularly  
23 and consistently perform unit work on a daily basis.) Should any supervisor or non-unit  
24 employee perform work in the unit in cases other than those above, the Employer shall pay the  
25 employee who otherwise would have performed such work the applicable hourly standard wage  
26 rate for time involved, or two (2) hours, whichever is greater.  
27

28 **D. Performance of Unit Work by Temporary Employees.**  
29

30 (1) The Employer may, in its discretion, hire employees on a temporary basis  
31 to perform a specific project for a definitive period of time not to exceed sixty (60) actual work  
32 days. Days’ lost from work for any reason shall not be counted in computing such time period.  
33

34 (2) Temporary employees shall be notified of their status upon hire and  
35 notification thereof shall also be provided to the Local Union.  
36

37 (3) The above sixty (60) day period may be extended upon mutual agreement  
38 of the Employer and the Union. Temporary employees employed beyond the sixty (60) day  
39 period shall automatically become regular should the Union and the Employer fail to agree to an  
40 extension of their period of temporary employment.  
41

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

5 (5) Temporary employees shall not be covered by or be subject to any of the  
6 provisions of this Agreement during their period of temporary employment. Such temporary  
7 employees, however, shall receive the applicable contractual wage rate of the classification in  
8 which they are temporarily employed.  
9

10 **E. Performance of Unit Work by Auditing Personnel.**  
11

12 Employees hired and/or firms retained by the Employer to audit its system operations are  
13 responsible for inspecting and making minor adjustments for quality control purposes and for  
14 finding and, as required, correcting illegal connections whether such illegal connections were  
15 made by outsiders or resulted from the failure (inadvertent or otherwise) of unit personnel to  
16 perform assigned disconnects. Such auditors may perform unit work in connection with the  
17 aforementioned duties and responsibilities, provided the performance thereof does not result in  
18 the layoff or the reduction of the regular work day or the regular work week of unit personnel.  
19 Auditors shall not be authorized to make disciplinary decisions based on the workmanship they  
20 find.  
21

22 **F. Performance of Unit Work by Subcontractors.**  
23

24 (1) The Employer shall have the right to subcontract work. No subcontracting  
25 shall result in the layoff or the reduction of the regular work day or the regular work week of unit  
26 personnel.  
27

28 (2) Nothing herein contained or provided elsewhere in this Agreement,  
29 however, shall preclude or limit the Employer from subcontracting any and all equipment repair  
30 work. The Employer may subcontract such work at its sole discretion.  
31

32 (3) The Employer shall notify the Union in writing at least seven (7) calendar  
33 days prior to the use of any subcontractors, except in case of serious emergency caused by an  
34 Act of God, in which case, notification to a Union representative as soon as practicable will  
35 satisfy the notification requirements.  
36

37 (4) Such notification shall inform the Union of the name of the subcontractor,  
38 the system(s) within the unit in which the subcontractor is to be utilized, the exact nature of the  
39 work to be performed and the expected period of time during which the subcontractor is  
40 expected to be utilized.  
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1           **G.     Performance of Unit Work by Employees of Other Systems.**  
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3           The parties recognize that the geographical boundaries of the facilities covered by  
4 this collective bargaining agreement do not always coincide with customer service needs.  
5 Accordingly, the Employer may choose, in its sole discretion, to have unit work performed by  
6 employees of other systems operated by the Employer or entities with which the Employer is  
7 affiliated. The performance of unit work by employees of other systems shall be subject to the  
8 following limitations:  
9

10           (1) it shall not result in the layoff of unit personnel or the reduction in regular  
11 work hours of unit employees;  
12

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

15           (3) such use shall be limited to sixty (60) days for the reason specified by the  
16 Employer, except in emergency situations or upon mutual agreement with the Union; and  
17

18           (4) employees from other systems shall not be used to replace unit employees  
19 performing the same kind of work in non-unit systems pursuant to Article 7 of this Agreement.  
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23           **EFFECTIVE MARCH 1, 2003, THE PREVIOUS ARTICLE 5 SHALL BE DELETED**  
24 **AND THE FOLLOWING SHALL CONSTITUTE ARTICLE 5:**  
25

26           **A.**     Unless otherwise provided herein, functions contained in the job descriptions in  
27 Appendix “A” (hereinafter called “unit work”) shall continue to be performed by unit personnel  
28 during the life of this Agreement. This Agreement covers the job classifications as set forth in  
29 the job descriptions listed in Appendix A to this Agreement. The job descriptions are not  
30 intended to limit employees in the performance of work or to limit the Employer in the  
31 assignment of work; they are intended to describe generally expected activities. Employees may  
32 be asked to perform any tasks for which the Employer deems them qualified.  
33

34           **B.     Performance of “Instant-Installs” and The Placement of Converters and/or**  
35 **Other Pay TV Devices by Sales Personnel.**  
36

37           Employees employed by the Employer for the purpose of selling converters to existing or  
38 potential subscribers or effectuating upgraded services from such subscribers are sales personnel  
39 within the meaning of Article I, Paragraph B. and shall not be covered by the terms of this  
40 Agreement. Such personnel, however, in accordance with effective marketing and sales  
41 techniques, are expressly allowed and limited to perform the following unit work in a multiple  
42 dwelling unit (i.e., “MDU” with four (4) or more living units within one (1) building):  
43

(1) perform an “instant install”; or (2) perform disconnects in connection with a “hot drop

1 program"; or (3) place a converter and/or other pay TV devices with the subscriber and to make  
2 the appropriate connections to the subscriber's receiving equipment; and/or (4) insert or remove  
3 pay TV devices as may be necessary to effectuate upgraded services, all at the time of sale at the  
4 subscriber's residence or place of business. It is understood and agreed that the performance of  
5 such work by sales personnel shall not result in the layoff or the reduction of the regular work  
6 day or the regular work week of unit personnel.  
7

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

10  
11 Supervisory, management, engineering personnel and/or other non-unit employees may  
12 perform work in the unit only in cases of (1) serious emergencies; (2) where available personnel  
13 are not capable of performing the required work; (3) where all qualified scheduled and standby  
14 personnel are not available to do the required work due to other work commitments; (4) in  
15 connection with supervisory duties - testing, measuring, inspecting, or assisting the work of unit  
16 employees; or (5) where the training of employees in the unit is involved. (Items #1, 3, and 4  
17 above shall not be interpreted to mean that supervisors and non-unit employees may regularly  
18 and consistently perform unit work on a daily basis.) Should any supervisor or non-unit  
19 employee perform work in the unit in cases other than those above, the Employer shall pay the  
20 employee who otherwise would have performed such work the applicable hourly standard wage  
21 rate for time involved, or two (2) hours, whichever is greater.  
22

23 **D. Performance of Unit Work by Temporary Employees.**

24  
25 (1) The Employer may, in its discretion, hire employees on a temporary basis  
26 to perform a specific project for a definitive period of time not to exceed sixty (60) actual work  
27 days. Days' lost from work for any reason shall not be counted in computing such time period.  
28

29 (2) Temporary employees shall be notified of their status upon hire and  
30 notification thereof shall also be provided to the Local Union.  
31

32 (3) The above sixty (60) day period may be extended upon mutual agreement  
33 of the Employer and the Union. Temporary employees employed beyond the sixty (60) day  
34 period shall automatically become regular should the Union and the Employer fail to agree to an  
35 extension of their period of temporary employment.  
36

37 (4) At any time during the period of temporary employment, the Employer  
38 may layoff, discharge or discipline temporary employees and the Employer's action with respect  
39 thereto shall not be subject to the Grievance and Arbitration provisions of this Agreement.  
40

41 (5) Temporary employees shall not be covered by or be subject to any of the  
42 provisions of this Agreement during their period of temporary employment. Such temporary

1 employees, however, shall receive the applicable contractual wage rate of the classification in  
2 which they are temporarily employed.

3  
4 **E. Performance of Unit Work by Auditing Personnel.**

5  
6 Employees hired and/or firms retained by the Employer to audit its system operations are  
7 responsible for inspecting and making minor adjustments for quality control purposes and for  
8 finding and, as required, correcting illegal connections whether such illegal connections were  
9 made by outsiders or resulted from the failure (inadvertent or otherwise) of unit personnel to  
10 perform assigned disconnects. Such auditors may perform unit work in connection with the  
11 aforementioned duties and responsibilities, provided the performance thereof does not result in  
12 the layoff or the reduction of the regular work day or the regular work week of unit personnel.  
13 Auditors shall not be authorized to make disciplinary decisions based on the workmanship they  
14 find.

15  
16 **F. Performance of Unit Work by Subcontractors.**

17  
18 (1) The Employer shall have the right to subcontract work. No subcontracting  
19 shall result in the layoff or the reduction of the regular workday or the regular work week of unit  
20 personnel, provided that the Employer may subcontract work in the following situations even if  
21 it results in layoff or reduction in regular workdays or work weeks:

22  
23 (a) In connection with a consolidation, reorganization, or restructuring  
24 of functions pursuant to an enterprise or Market initiative; or

25  
26 (b) In connection with the creation or extension of an alternative  
27 distribution avenue for the Employer's products or services pursuant to an enterprise or Market  
28 initiative, where the subcontracted work is not performed on the Employer's premises or using  
29 the Employer's equipment..

30  
31 (2) Nothing herein contained or provided elsewhere in this Agreement,  
32 however, shall preclude or limit the Employer from subcontracting any and all equipment repair  
33 work. The Employer may subcontract such work at its sole discretion.

34  
35 (3) The Employer shall notify the Union in writing at least seven (7) calendar  
36 days prior to the use of any subcontractors, except in case of serious emergency caused by an  
37 Act of God, in which case, notification to a Union representative as soon as practicable will  
38 satisfy the notification requirements. If the use of subcontractors will result in layoffs or  
39 reductions in hours pursuant to subparagraph 1(a) or (b) above, the Employer will give the Union  
40 advance notice of the subcontracting as soon as practicable, but no less than forty-five (45) days  
41 in advance of the implementation of the action. The Employer will discuss with the Union the  
42 business rationale for the decision and any potential alternatives to the action suggested by the  
43 Union.

1  
2 (4) Such notification shall inform the Union of the name of the subcontractor,  
3 the system(s) within the unit in which the subcontractor is to be utilized, the exact nature of the  
4 work to be performed and the expected period of time during which the subcontractor is  
5 expected to be utilized.  
6

7 **G. Performance of Unit Work by Employees of Other Systems.**  
8

9 The parties recognize that the geographical boundaries of the facilities covered by  
10 this collective bargaining agreement do not always coincide with customer service needs.  
11 Accordingly, the Employer may choose, in its sole discretion, to have unit work performed by  
12 employees of other systems operated by the Employer or entities with which the Employer is  
13 affiliated. The performance of unit work by employees of other systems shall be subject to the  
14 following limitations:  
15

16 (1) it shall not result in the layoff of unit personnel or the reduction in regular  
17 work hours of unit employees;  
18

19 (2) such use shall be limited to sixty (60) days for the reason needed by the  
20 Employer, except in emergency situations or upon mutual agreement with the Union; and  
21

22 (3) employees from other systems shall not be used to replace unit employees  
23 performing the same kind of work in non-unit systems pursuant to Article 7 of this Agreement.  
24  
25

26 **ARTICLE 6**  
27 **TRANSFER AND/OR SALE OF BUSINESS**

28  
29 A. It is agreed that if the Employer sells, assigns, leases or otherwise transfers the  
30 control, operation or assets of its business to another person, company, corporation, firm or other  
31 entity (hereinafter called "successor"), the Employer will provide the Union with reasonable  
32 advance written notice thereof not less than thirty (30) calendar days prior to the effective date of  
33 such sale, assignment, lease or transfer and will notify such successor of the existence of this  
34 Labor Agreement.  
35

36 B. The Employer further agrees to deliver a copy of this Agreement to such  
37 successor and request it to assume the obligations as well as the benefits of such Agreement.  
38

39 C. The Employer, however, shall not be held accountable, responsible or in any way  
40 liable (monetarily or otherwise), should the successor decline to adopt or otherwise assume the

1 obligations and the benefits of this Agreement and such failure to adopt and/or assume shall not  
2 in any way preclude the sale and/or transfer of the business.

3  
4 D. The provisions of Paragraphs B. and C. above shall be applicable only to sales,  
5 assignments, leases and/or other transfers to a successor in which the Employer has no  
6 ownership interest, or has less than a twenty-five percent (25%) interest therein. If, however, the  
7 Employer has a twenty-five percent (25%) or more ownership interest in the successor, this  
8 Agreement and all the terms and conditions thereof shall continue to be binding on the successor.  
9

10 **ARTICLE 7**  
11 **MANAGEMENT RIGHTS**

12  
13 A. (1) The Union recognizes that the management of the plant and the direction  
14 of the working forces are vested exclusively in the Employer and this shall include but shall not  
15 be limited to the right to hire, promote employees to positions outside the bargaining unit;  
16 discharge (for cause); to release and lay off employees for lack of work; to subcontract work  
17 subject to the limitations of this Agreement; to assign work; to transfer employees from one job  
18 to another and/or temporarily from one plant location within the unit to another plant location  
19 within the unit; the right to transfer employees temporarily to plant locations outside the unit  
20 (including other systems or facilities operated by the Employer or entities with which the  
21 Employer is affiliated) for a period not to exceed forty-five (45) calendar days (notification  
22 thereof shall be provided to the Union promptly); to determine classifications and define the  
23 duties thereof, subject to the limitation of this Agreement; to establish and maintain the job  
24 qualifications; to select and determine the number of its employees, including the number  
25 assigned to any particular work and the number of employees within classifications to any shift  
26 or work week; to sell, lease or otherwise dispose of all or any part of its plant and/or other  
27 equipment; to determine the extent to which facilities and equipment shall be operated; to  
28 extend, limit or curtail its operations; and to adopt and enforce any Employer rules which are not  
29 in direct conflict with the specific provisions of this Agreement.  
30

31 (a) When the Employer exercises its right to transfer employees  
32 temporarily to plant locations outside the unit, it shall select among employees qualified for the  
33 work by accepting volunteers on a seniority basis first, and if there are insufficient volunteers,  
34 assigning employees by inverse seniority. If the Employer does not provide vehicles for  
35 transportation to the work outside the unit, it shall reimburse employees for mileage at the  
36 applicable IRS rate. When such transfers are made, they shall not be for longer than twenty-one  
37 (21) days if the new plant location is more than thirty (30) miles from the employee's home plant  
38 location.  
39

40 (2) Should the Employer eliminate, close, consolidate, or merge existing  
41 business or office locations and/or establish new business or office locations within the life of

1 this Agreement in accordance with the management prerogatives listed above, the Employer  
2 shall provide at least sixty (60) calendar days advance notice thereof to the Union and, upon  
3 request by the Union, the Employer shall engage in good faith negotiations concerning the  
4 effects only (including, but not limited to: force movement, relocation allowance, seniority  
5 rights, separation allowance, retention of job title and pay and other job opportunities with the  
6 Employer or its affiliates) of such management decisions on unit personnel. Any and all  
7 disagreements by and between the parties regarding such effects bargaining, however, shall not  
8 be subject to Article 8 (Grievance and Arbitration Procedure) and neither party may engage in  
9 conduct in violation of Article 9 (No Strike) of the Agreement. Further, the parties shall have no  
10 obligation to bargain about any effects that are covered by the Employer's Severance Pay  
11 programs to which the unit is entitled.  
12

13 B. It is specifically agreed that the enumeration of certain management prerogatives  
14 listed above shall not be deemed to exclude other management prerogatives not specifically  
15 enumerated above; and it is specifically agreed that any of the rights, powers, or authority vested  
16 in the Employer prior to the signing of any Union Agreement are retained by the Employer  
17 except those specifically abridged, deleted, or modified by the express terms of this Agreement.  
18

19 C. The Employer may implement a performance evaluation system (including self-  
20 evaluation) for bargaining unit employees. The purpose of the performance evaluations is to  
21 guide, coach, and inform employees. Evaluations shall not be considered part of the disciplinary  
22 process, and shall not be subject to grievance. Employees shall be offered the opportunity to  
23 submit a response to the evaluation; if one is submitted, the response shall be attached to and  
24 filed with the evaluation. This paragraph shall not be construed to modify any other portion of  
25 this Agreement, including but not limited to, provisions regarding transfers, promotions, testing,  
26 wages, discipline, or scheduling.  
27  
28

29 **ARTICLE 8**  
30 **GRIEVANCE AND ARBITRATION PROCEDURE**

31  
32 A. (1) A grievance shall be defined as a complaint, dispute, controversy,  
33 difference or grievance between the Union and the Employer, which may arise on or after the  
34 effective date but before the expiration of this Agreement, involving the interpretation,  
35 application or performance of the express terms of this Agreement, or involving other conditions  
36 of work. All grievances shall be settled, determined, adjusted and processed solely and  
37 exclusively in accordance with the procedures set forth in this Article.  
38

39 (2) The term "designee" of the Union Representative as hereinafter used in  
40 this Article shall be limited solely to an employee or officer of the CWA or a Local thereof, who  
41 is not an active member of the unit covered by this Agreement. The Steward initiating the

1 grievance may attend all grievance meetings, operational conditions permitting, and if the  
2 meeting occurs during working hours, the meeting shall be considered time worked and paid for  
3 at his/her regular straight time rate of pay. Travel to and from such meetings shall not be in an  
4 Employer vehicle and shall not be considered time worked.  
5

6 STEP 1.  
7

8 1. Any employee or group of employees having a grievance or complaint  
9 shall present same in writing to their immediate supervisor, either alone or together with the  
10 Shop Steward or other authorized Union representative, within eighteen (18) calendar days after  
11 the occurrence of the incident or event giving rise to the grievance or complaint, or within  
12 eighteen (18) calendar days after the employee(s) should reasonably have become aware of the  
13 facts or circumstances constituting the grievance or complaint, whichever is later. Suspension or  
14 dismissal grievances, however, shall be initiated directly at Step 2 within eighteen (18) calendar  
15 days after the effective date of the suspension or dismissal.  
16

17 2. The written grievance shall indicate the nature of the grievance, the facts  
18 upon which it is based, the provisions of the Agreement allegedly violated and the remedy  
19 sought.  
20

21 3. The above parties shall meet and discuss the grievance within the  
22 aforesaid fourteen (14) calendar day period and the immediate supervisor shall answer the  
23 grievance in writing within seven (7) calendar days after its presentation or the date of the  
24 meeting, whichever occurs later.  
25

26 STEP 2.  
27

28 1. If the grievance or complaint is not satisfactorily adjusted in Step 1, it may  
29 be presented in writing to the applicable Manager of the plant in which the grievance arose, or to  
30 his/her duly authorized designee for adjustment or resolution, within fourteen (14) calendar days  
31 after receipt of the immediate supervisor's written denial notification in Step 1.  
32

33 2. Within fourteen (14) calendar days after the timely submission of the  
34 written grievance or complaint in Step 2, the Union's Representative or his/her designee together  
35 with the initiating Steward shall meet with the applicable Manager or his/her designee in an  
36 effort to settle and adjust the grievance or complaint. The applicable Manager shall submit a  
37 written answer to the grievance or complaint within seven (7) calendar days after the meeting.  
38

39 3. For clerical employees in the Pacifica location, a Step 2 grievance must be  
40 presented to the applicable Manager for the Area.  
41  
42



1 If the parties are unable to agree, the parties shall select the arbitrator by alternately striking  
2 names from the panel. The last remaining name shall be the arbitrator. The party proceeding  
3 first in the striking of names procedure shall be determined by coin toss.  
4

5 If an arbitrator on the panel becomes unable to serve because of death or retirement, the  
6 parties will attempt to agree upon a replacement arbitrator. If the parties cannot reach  
7 agreement, they will request a panel of seven (7) arbitrators from the FMCS, and will select a  
8 replacement arbitrator by alternately striking names from the list.  
9

10 C. (1) The time periods and limits provided herein shall be calculated as of the  
11 postmark date of written correspondence. Such time periods may be extended only by mutual  
12 written agreement of the Employer and the Union. In the absence of such agreement, the time  
13 limits shall be mandatory.  
14

15 (2) Accordingly, the failure of the aggrieved employee(s) or Union to file a  
16 grievance initially, to process a grievance in any of the Steps in the grievance procedure  
17 thereafter and/or to submit the grievance to arbitration in accordance with the express time limits  
18 provided herein, shall automatically constitute a waiver of the grievance and bar all further  
19 action thereon.  
20

21 (3) The failure of the Employer, however, to submit a response in any of the  
22 Steps of the Grievance Procedure or to meet with the Union Business Representative within such  
23 time periods, shall not constitute acquiescence thereto or result in the sustaining of the grievance.  
24 The failure to so respond or meet shall be deemed a denial of the grievance as of the expiration  
25 date of the applicable adjustment period. If the Union desires to refer the grievance to the next  
26 level, it must file it at the next step within fourteen (14) days of the expiration of the time period.  
27

28 (4) For the purposes of the steps of this Grievance Procedure, the term  
29 "immediate supervisor" shall mean the first level supervisory or managerial person above the  
30 grievant; the term "Manager" shall mean the second level manager above the grievant; and the  
31 term "Director" shall mean the third level manager above the grievant. If there is no supervisor  
32 or manager performing the functions at a certain level, the Union may bypass the vacant level  
33 and that step of the procedure, even if that results in the elimination of one step of the grievance  
34 procedure. If the Employer modifies the titles of its relevant managers, the titles set out above  
35 shall be deemed to be the functional equivalent of the previous titles, as designated by the  
36 Employer.  
37

38 D. Unless it is mutually agreed otherwise, each grievance which is subject to  
39 arbitration shall be handled as a separate case and be heard by separately selected arbitrators,  
40 except that grievances arising out of the same incident, or identical matters involving more than  
41 one (1) grievant, may be heard jointly before the same arbitrator.  
42

1 E. All matters of arbitrability or disputes between the parties regarding the  
2 arbitrability of a case, to the extent they are properly determinable by an arbitrator, shall be  
3 heard before the same arbitrator who simultaneously shall hear the merits of the case as well.  
4 There shall be no separate hearing of the arbitrability of a case before a second arbitrator.  
5 Refusal by either party to hear the arbitrability of a case simultaneously with the merits of a case  
6 before the same arbitrator shall permit the other party and the arbitrator to hear the case on an ex  
7 parte basis and shall require the arbitrator to issue a default arbitral award.  
8

9 F. The arbitrator shall interpret this Agreement in connection with issues properly  
10 presented to him/her for resolution consistent with the terms of this Agreement. The arbitrator's  
11 award, not inconsistent with the terms of this Agreement or the issue(s) expressly submitted for  
12 resolution, shall be final and binding upon the parties hereto and unit employees. The arbitrator  
13 shall be bound by the facts and evidence submitted to him/her in the hearing and may not go  
14 beyond the terms of this Agreement in rendering a decision. The arbitrator has no authority or  
15 power to add to, take from, delete from, nullify, disregard, modify or alter any of the provisions  
16 of this Agreement or supplements made a part hereof; nor shall he have the power to substitute  
17 his discretion for that of management in any manner where management has not expressly  
18 contracted away its right to exercise such discretion.  
19

20 G. The parties shall either both file post-hearing briefs or both provide closing  
21 arguments. In the event the parties agree not to submit post-hearing briefs, the arbitrator shall  
22 render a bench decision to the parties within forty-eight (48) hours after the close of the hearing,  
23 and shall, in addition, submit a written decision and award within ten (10) calendar days  
24 thereafter. The time within which briefs are to be submitted, if any, shall be determined by the  
25 arbitrator.  
26

27 H. In any arbitration of a grievance involving the discharge or suspension of an  
28 employee, the arbitrator shall be empowered to sustain or deny the grievance in whole or in part  
29 and may award or deny reinstatement with or without back pay. In any event, should the  
30 arbitrator sustain a grievance involving the discharge or suspension of an employee, any and all  
31 awards of back pay shall be offset and reduced by any interim earnings and unemployment  
32 compensation insurance collected by the grievant. Moreover, all employees who have been  
33 terminated or suspended shall have an affirmative obligation to seek work to mitigate claims of  
34 back wages. An employee's failure to mitigate shall be considered by the arbitrator. In this  
35 regard, the arbitrator shall adjust the amount of back pay, if any, and/or deny a back pay remedy  
36 altogether in direct proportion to such mitigation efforts.  
37

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

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36  
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**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

1 least one suspension prior to discharge. Such prior discipline need not be for the same causes.  
2 The Employer shall have the right to discharge employees for just cause.

3  
4 B. The Employer shall conduct a thorough investigation of all facts and  
5 circumstances leading up to and/or resulting in an employee's discipline, suspension or  
6 discharge. Discipline shall be imposed only in the presence of a Union Steward, except in those  
7 cases where the Steward may not be readily available and the infraction for which a suspension  
8 or termination is imposed constitutes a very "serious offense" warranting summary action (i.e.,  
9 assault, attack or threat of physical violence on fellow employees or management  
10 representatives, etc.). All discipline of employees shall be implemented within fourteen (14)  
11 calendar days after the occurrence of the facts giving rise to the discipline or within fourteen (14)  
12 calendar days after the Employer should reasonably have become aware of the facts or  
13 circumstances giving rise to the discipline, whichever is later. In the event management may not  
14 discipline the affected employee(s) within such time period because of employee absence or  
15 avoidance of management, such discipline shall be imposed promptly upon the employee's  
16 return to work.

17  
18 **C. Interviews of Employees by Supervisors or Management Officials.**

19  
20 (1) In the event an employee is required to attend an interview with a  
21 supervisor or other management official which the attending supervisor or management official  
22 (either at the outset of the interview or at any time during the interview) reasonably believes  
23 might result in disciplinary action against the participating employee, the attending supervisor or  
24 management personnel shall so advise the employee and also inform the employee of his/her  
25 rights to Union representation at the interview. (The foregoing supervisory advance  
26 notification/warning requirements shall be inapplicable to all interviews conducted under  
27 Article 39, Substance Abuse Policy and Procedures, of this Agreement. Union representation at  
28 such interviews, however, is permissible if requested by the employee, subject to the provisions  
29 of subparagraphs C. (2) and (3) of this Agreement.)

30  
31 (2) (a) Upon the employee's request (either after direct communication by  
32 a supervisor as above, or at any time the employee on his/her own reasonably believes the  
33 interview might result in disciplinary action), a Steward at the plant location in which the  
34 employee is employed shall be permitted to be present and to participate in the investigatory  
35 interview. In such circumstances, no questioning shall be conducted until a Steward is present.  
36 It is understood and agreed, however, that the unavailability of the Steward shall not  
37 unreasonably delay the conducting of the interview. For interviews conducted under Article 39,  
38 Substance Abuse Policy and Procedure, a delay shall be unreasonable if it exceeds two (2) hours  
39 from the time requested or the end of the employee's regular shift, whichever occurs sooner.  
40 (Nothing herein contained, however, shall prevent or preclude the Employer from declining to  
41 ask any questions of an employee -- whether or not he/she has requested Union representation --  
42 and directing such employee to proceed immediately for alcohol/drug testing for any testing  
43 occasion arising under Article 39, C. (2) and (3) (Substance Abuse Policy and Procedure) of this

1 Agreement. For all other interviews, a delay shall be unreasonable if it exceeds the close of the  
2 next business day.

3  
4 (b) 1) If there are no Stewards in the plant in which the unit  
5 employee has requested Union representation currently at work (i.e., vacation, holiday, leave,  
6 day off, etc.) or otherwise is not readily available within the time frame specified in C.(2)(a)  
7 above, the Employer shall endeavor to obtain the presence of another Steward at a neighboring  
8 plant within the unit covered by this Agreement, provided: (i) such Steward's departure from  
9 his/her assigned system would not significantly disrupt or adversely affect scheduled operations  
10 and/or the job assignments therein and (ii) such Steward is available to attend the investigatory  
11 interview within the time frame set forth in C.(2)(a) above.

12  
13 2) If, however, such other Steward at a neighboring unit plant  
14 location does not meet the criteria outlined in C.(2)(b)(1)(i) and (ii) above, the Employer shall  
15 promptly notify the CWA Local Union President or his/her designee who, in turn, will attempt to  
16 provide appropriate representation for the employee. Should the Union fail, refuse or otherwise  
17 be unable to do so within the time frame specified in C.(2)(a) above, the investigatory interview  
18 shall be conducted without Union representation.

19  
20 3) If there is no assigned and functioning CWA Steward in the  
21 plant in which an employee has requested Union representation, the provisions of C.(2)(b) shall  
22 apply.

23  
24 (3) Participation at the investigatory interview by a Union representative shall  
25 take place under the following conditions:

26  
27 (a) The Steward may consult with the employee (both before and  
28 during the interview), assist him/her in presenting or clarifying facts and/or otherwise submit  
29 evidence or suggest further witnesses to interview.

30  
31 (b) The Steward, however, may not interfere with, impede, impair,  
32 delay or in any way obstruct the Employer's interview of the employee. In this regard, it is  
33 expressly understood and agreed that the Employer has no obligation to bargain with the Steward  
34 during such interview and that the employee shall answer personally all relevant and material  
35 questions posed to him/her by the Employer.

36  
37 D. Notification of and copies of all discipline shall be given to the employee  
38 involved, the Union steward and the Union Business Representative. Oral and first written  
39 warnings shall be dropped from an employee's file after six (6) months, provided the employee  
40 has not received discipline within the six (6) month period. Second written warnings (third  
41 written warnings for attendance issues) and more serious discipline shall be dropped from an  
42 employee's file after nine (9) months, provided the employee has not received discipline within  
43 the nine (9) month period.

1  
2  
3 **ARTICLE 11**  
4 **UNION SECURITY AND CHECK-OFF**

5  
6 A. All employees now or hereafter employed in the bargaining unit covered by this  
7 Agreement shall, as a condition of employment, acquire and maintain membership in the Union  
8 on or after the thirtieth (30th) day following the beginning of their employment or the effective  
9 date of this Agreement, whichever is the later. For the purpose of this Article, membership in  
10 good standing shall mean the payment of periodic dues and the initiation fees uniformly required  
11 as a condition of acquiring or retaining membership. Failure to comply with the above shall be  
12 cause for termination of employment upon notification by the Union to the Employer of  
13 employee(s) not remaining in good standing with the Union as a result of their failure to acquire  
14 and/or maintain membership in the Union. The Union and the Employer shall work together in  
15 good faith to correct administrative errors.  
16

17 B. The Employer shall discharge an employee within five (5) days after receipt of  
18 written notification by certified or registered mail from the Union that said employee(s) is no  
19 longer in good standing with the Union, unless both parties mutually agree to extend the above  
20 period. The Union shall supply the Employer with a copy of the final warning to employee(s)  
21 not in good standing.  
22

23 C. During new hire orientation or otherwise within the first thirty (30) calendar days  
24 of employment, the Employer will provide to unit employees a check-off authorization card in  
25 the form set forth below that has been supplied by the Union. Upon receipt of a written check-  
26 off authorization card signed by an employee covered by this Agreement, the Employer shall  
27 deduct from the employee's wages each month, starting not earlier than the first pay period  
28 following the completion of the employee's first thirty (30) calendar days of employment, and  
29 remit to the Secretary-Treasurer of the Union, regular monthly dues and initiation fees, as  
30 certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall provide  
31 the Local Union with a photostatic copy of all dues remittance records and payments sent to the  
32 Secretary-Treasurer of the Union within ten (10) days of the monthly remittance of such records.  
33

34 **PAYROLL DEDUCTION AUTHORIZATION**

35  
36 The undersigned hereby authorizes \_\_\_\_\_ to deduct from my wages an  
37 amount equal to one initiation fee and the regular monthly dues as certified to the Company by  
38 the Secretary-Treasurer of the Communications Workers of America and remit the same to the  
39 Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.  
40  
41

1 Name\_\_\_\_\_

2  
3 Address\_\_\_\_\_

4  
5 City \_\_\_\_\_ State \_\_ Zip \_\_\_\_ S.S.#\_\_\_\_\_

6 Signature \_\_\_\_\_ Date\_\_\_\_\_

7 D. The Union shall indemnify and save the Employer harmless against any and all  
8 claims, demands, suits, or other forms of liability that shall arise out of or by reason of action  
9 taken or not taken by the Employer for the purpose of complying with any of the provisions of  
10 this Section, or reliance on any list, notice or assignment furnished under any such provisions.  
11

12 **ARTICLE 12**  
13 **SENIORITY, LAYOFF AND RECALL**

14  
15 A. The term seniority as used in this Article and elsewhere in this Agreement has the  
16 same meaning and application as does the term length of continuous service. Calculation of  
17 continuous service shall begin from the date of first employment with the Employer in the  
18 bargaining unit or reemployment in the unit following a break in continuous service. Seniority  
19 shall apply with regard to advancement or promotion, protection from layoff, recall from layoff,  
20 overtime work, vacation and shift scheduling and other conditions and benefits as spelled out in  
21 this Agreement. It shall be the responsibility of the employee to keep the Employer informed of  
22 his/her current address and telephone number and to notify the Employer within one (1) week, in  
23 writing, of any change of address or telephone number.  
24

25 B. Seniority shall continue to accrue during:

26  
27 (1) all contractual paid leaves of absence, military leave, and PTO leave, paid  
28 holidays, and paid vacations;

29  
30 (2) the first thirty (30) work days of employee absence due to the employee's  
31 own, non-job related "serious health condition" and/or pregnancy  
32 disability pursuant to the provisions of Article 22 (Leave For Family Care  
33 And/Or Pregnancy Disability) of this Agreement;

34  
35 (3) the first six (6) months of employee absence due to the employee's own,  
36 job related "serious health condition" (excluding pregnancy) pursuant to  
37 the provisions of Article 22 (Leave For Family Care And/Or Pregnancy  
38 Disability) of this Agreement. (The accrual of seniority in

1 Paragraphs B.(2) and (3) above is limited solely to layoff and recall  
2 rights); and  
3

4 (4) absence for Union Leave as provided in Article 29 C.  
5

6 C. Seniority shall not accrue during:  
7

8 (1) any unpaid contractual leaves of absence;  
9

10 (2) the entire period of an employee's layoff;  
11

12 (3) the entire time period following the thirtieth (30th) work day of employee  
13 absence due to the employee's own, non-job related "serious health  
14 condition" and/or pregnancy disability pursuant to the provisions of  
15 Article 22 (Leave For Family Care And/Or Pregnancy Disability) of this  
16 Agreement; and  
17

18 (4) the entire time period following the first six (6) months of employee  
19 absence due to the employee's own job related "serious health condition"  
20 (excluding pregnancy) pursuant to the provisions of Article 22 (Leave For  
21 Family Care And/Or Pregnancy Disability) of this Agreement.  
22

23 D. An employee shall lose seniority and seniority shall be broken for any of the  
24 following reasons:  
25

26 (1) Voluntary resignation.  
27

28 (2) Discharge for just cause.  
29

30 (3) Failure to report to work at the expiration of any leave of absence,  
31 including leaves of absence under the California Family Rights Act, the  
32 Federal Family and Medical Leave Act, the California Pregnancy  
33 Disability Act, any leave granted an individual under the Americans with  
34 Disabilities Act, and any other leave authorized by this Agreement or by  
35 law; or taking employment elsewhere during a leave of absence without  
36 Employer permission.  
37

38 (4) Layoff for twenty-four (24) or more consecutive months or for the length  
39 of the employee's continuous service with the Employer, whichever is  
40 less.  
41  
42

1 (5) Acceptance of a non-unit position with the Employer. Provided, however,  
2 that an employee who returns to the unit within three (3) months, and who  
3 works continuously from the date of return to the unit for six (6) months,  
4 shall have seniority restored.  
5

6 (6) Failure of an employee to notify the Employer within three (3) work days  
7 (excluding Saturday, Sunday and contractual holidays) from the date of  
8 receipt of certified mail sent by the Employer to the employee at his/her  
9 last address of record requesting him/her to return to work to a job  
10 identical or equal to that held previously by the employee, providing the  
11 employee may then take up to ten (10) work days (excluding Saturday,  
12 Sunday and contractual holidays) from receipt of such notice to actually  
13 return to work.  
14

15 An employee whose seniority is lost for any of the foregoing reasons shall be considered  
16 a new employee if he/she is again hired by the Employer and such individual shall be subject to  
17 the probationary period provided in this Agreement. In the event, however, an individual is  
18 rehired to an available unit position for which he/she is qualified within two (2) years after the  
19 loss of seniority for the reasons set forth in Paragraphs (3) or (4) above, his/her prior  
20 accumulated seniority (for the purposes of vacation entitlement, overtime scheduling, layoff and  
21 recall only) shall be restored in its entirety upon the satisfactory completion of two (2) full years  
22 of service after the date of rehire.  
23

24 E. When layoffs are necessary within a system covered by this Agreement,  
25 temporary employees within the affected system shall, in all cases, be the first employees to be  
26 laid off. Thereafter, if a further reduction in staff within such system is necessary, layoffs shall  
27 be effectuated within such system by department from the lowest job classification within the  
28 department. Probationary employees within the lowest job classification shall be laid off first  
29 without regard to their individual periods of employment followed, if necessary, by part-time  
30 employees. If further layoffs are required, the full-time employee with the least bargaining unit  
31 seniority within the affected classification shall be laid off.  
32

33 F. (1) All employees to be laid off shall receive at least fifteen (15) calendar  
34 days advance written notification and the Union shall receive eighteen (18) calendar days  
35 advance written notification. In the event less notice is provided, the Employer shall pay the  
36 difference, at straight-time rates not in excess of eight (8) hours per day, between the days of  
37 actual notice provided and the fifteen (15) day required notice (i.e., if only ten (10) days notice is  
38 provided, the Employer shall be required to pay five (5) days' pay at straight-time pay not to  
39 exceed eight (8) hours per day.) A duplicate copy of same shall be provided to the Union  
40 Business Representative.  
41

42 (2) In the case of permanent layoffs (i.e., economic termination of  
43 employment resulting from the lack of any reasonable expectation of re-employment in the

1 foreseeable future) involving (1) the elimination or abolishment of an employee's job due to the  
2 introduction or implementation of technological or other substantial operational changes in the  
3 business, or (2) involving staff reductions (i.e., downsizing) due to dire economic conditions or  
4 circumstances, and in all cases of layoff which the Employer reasonably anticipates may not  
5 necessarily be permanent, as aforesaid, but will likely be effective for at least twelve (12)  
6 consecutive months, the Employer shall duly notify the Union eighteen (18) calendar days prior  
7 to the layoff in accordance with the provisions of subparagraph F.(1) herein and, upon request by  
8 the Union, the Employer shall engage in good faith negotiations concerning the effects only of  
9 such layoffs on unit personnel as described in Article 7(A)(2). Any and all disagreements by and  
10 between the parties regarding such effects bargaining, however, shall not be subject to Article 8  
11 (Grievance and Arbitration Procedure) and neither party may engage in conduct in violation of  
12 Article 9 (No Strike) of the Agreement.

13  
14 G. (1) A non-probationary employee scheduled to be laid off may bump a unit  
15 employee within any contractually covered department of any system covered by this  
16 Agreement, provided he/she:

- 17  
18 (a) bumps the least senior employee in the lowest classification of the  
19 department in which the bump is to be effectuated; and  
20  
21 (b) possesses greater bargaining unit seniority than the "bumped"  
22 employee; and  
23  
24 (c) is fully qualified to perform the work of the "bumped" employee.  
25

26 (2) An employee who exercises a bump into the office clerical department  
27 shall receive the wage rate commensurate with his/her bargaining unit seniority. Further wage  
28 adjustments shall be made in accordance with the wage progression schedule for the office  
29 clerical department provided in the Agreement.  
30

31 (3) An employee who exercises a bump into the Service and Technical  
32 Department shall not suffer a reduction or loss of pay as a result thereof. Such employee shall be  
33 classified in the appropriate classification for which he/she has previously satisfied the entrance  
34 requirements, either under this Agreement or under prior Agreements. Accordingly, such  
35 employee shall receive the wage rate of such classification or receive the same wage rate he/she  
36 had immediately before the exercise of the bump, whichever is greater. Further changes in  
37 classification or pay rate, if any, shall be subject to the promotional advancement requirements  
38 provided in Appendix A of this Agreement.  
39

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

1  
2 H. Laid off employees shall enjoy recall rights for a period not to exceed twenty-four  
3 (24) months following the effective date of layoff or the length of the employee's continuous  
4 service with the Employer, whichever is less. On recall from layoff, employees shall be recalled  
5 to work in reverse order of their layoff. Employees shall be notified of recall from layoff by  
6 certified mail with return receipt. Such notification shall include the date the employee is  
7 directed to return to work, which date shall be no sooner than ten (10) working days from date of  
8 receipt. Duplicate copies of the recall notice shall be provided to the Steward and to the Union  
9 Representative. Probationary and temporary employees do not enjoy recall rights.

10  
11 I. When an employee transfers into any of the systems covered by this Agreement  
12 from another Comcast system or affiliate not covered by this Agreement, or from any non-unit  
13 position, the employee's bargaining unit seniority shall be deemed to commence as of his last  
14 date of hire in such other Comcast system or affiliate or non-unit position as the case may be,  
15 and shall be appropriately dove-tailed into the existing seniority roster for the purpose of benefits  
16 only. With regard to layoff, recall, overtime and vacation scheduling, such transferred  
17 employee's seniority shall be calculated as of the first date of employment in the bargaining unit.  
18  
19

20 **ARTICLE 13**  
21 **PROMOTIONS AND INTER/INTRADEPARTMENTAL**  
22 **AND INTER-PLANT TRANSFERS**

23  
24 A. (1) The job descriptions set forth in Appendix "A" list the minimum functions  
25 which an employee must be capable of performing and the skills, knowledge and ability an  
26 employee must possess in order to be placed within a specific classification.  
27

28 (2) Unless otherwise provided herein, no employee shall be placed within, be  
29 promoted to or receive the wage rate of any such classification unless and until the employee has  
30 completely fulfilled and satisfied all the requirements for entrance into the classification, as  
31 provided herein and in Appendix "A".  
32

33 **B. Requirements For Promotion Within The Service And Technical**  
34 **Department.**  
35

36 (1) Promotions from one bargaining unit classification to another within the  
37 service and technical department shall be effectuated on the basis of: (a) satisfactory completion  
38 of the Employer New Hire program; (b) completion of applicable CAP training provided by and  
39 required by the Employer; (c) passing a written test prepared by the Employer for the  
40 classification; (d) passing a practical test for the classification prepared and administered by the

1 Employer demonstrating practical ability to perform the required skills of the classification; and  
2 (e) fulfilling the requisite time in grade requirements.  
3

4 The Employer shall provide the written test within twenty-one (21) calendar days from  
5 the date of a written request by the employee, provided that the twenty-one (21) day period shall  
6 be extended by the number of any paid or unpaid days off taken by the employee from his/her  
7 regular schedule. The Employer shall provide all elements of the practical test within forty-five  
8 (45) calendar days of the written request by the employee, provided that the forty-five (45) day  
9 period shall be extended by the number of paid or unpaid days off taken by the employee from  
10 his/her regular schedule.  
11

12 With regard to all written tests administered by the Employer, eighty percent (80%) shall  
13 constitute a passing grade.  
14

15 (2) The Employer reaffirms that its commitment to training is a significant  
16 priority, and that it seeks to provide appropriate resources to allow employees to complete their  
17 training efficiently and promptly, considering its operational needs and system resources. The  
18 Employer also reaffirms its commitment to discuss issues concerning these training provisions  
19 with the Union to resolve concerns informally.  
20

21 (3) A technical employee shall be promoted to the higher classification upon  
22 his/her passing of all required tests and fulfillment of applicable time in grade requirements.  
23 Notwithstanding the foregoing, if the Employer does not offer either the written test or the  
24 practical test within the time periods specified in paragraph (B)(1) above, and provided the  
25 employee passes both the written and practical tests the first time it is offered, the employee shall  
26 receive the higher wage rate of the promoted position retroactively, as follows:  
27

28 (i) if the Employer does not offer the first of the written or practical  
29 tests within the applicable time period, the employee shall receive the higher wage rate upon  
30 passing the second test, plus retroactivity for a period equal to the number of days the Employer  
31 was late in providing the first test. For instance, if the Employer did not offer the first test until  
32 ten (10) days after the applicable time period, the employee shall receive the higher wage rate  
33 retroactively for ten (10) days.  
34

35 (ii) if the Employer does not offer the second of the written or  
36 practical tests within the applicable time period, the employee shall receive the higher wage rate  
37 effective upon the date the employee made the written request for the second test.  
38

39 (iii) In no event shall any retroactive pay be paid for a time period in  
40 which the employee has not completed any applicable time in grade requirements.  
41

42 (iv) In each case in which a promotion is given, the promotion shall be  
43 effective upon the start of the nearest payroll period.

1  
2  
3 (4) Clerical and Warehouse employees may voluntarily enroll in courses  
4 offered for advancement within the Service and Technical Department under the provisions of  
5 B.(3) above, with the timing subject to approval by their supervisor. (Such courses must be  
6 taken and passed in order of progression, i.e., Installer, Advanced Installer, Service Tech, System  
7 Tech, Advanced Tech). Accordingly, such employees shall not be promoted to, placed within or  
8 receive the wage rate of a new classification unless and until all required tests applicable thereto  
9 have been passed and they permanently transfer from their current department to and actually fill  
10 a vacant position within such classification.  
11

12 (5) During the administration of the practical test, an employee qualified in  
13 the test areas and chosen by the affected employee may be present, operational requirements  
14 permitting. All employees will be trained and informed in advance of the technical areas to be  
15 tested.  
16

17 (6) An employee in the classification of Installer or higher who fails any  
18 element of a practical test referred to in Paragraph B above, may retake same as many times as  
19 he/she desires, with the timing subject to approval by the supervisor, provided, however, there  
20 shall be no re-testing whatsoever during the forty-five (45) calendar day period immediately  
21 following the date on which the required element was taken and failed. An employee in the  
22 classification of Installer or higher who fails a written test may retake same as many times as  
23 he/she desires, with the timing subject to approval by the supervisor, provided, however, there  
24 shall be no re-testing whatsoever within the thirty (30) calendar day period immediately  
25 following the date on which the written test was taken and failed.  
26

27 (7) The Union's Business Representative shall have the right to be present  
28 during the administration and grading of all written and practical tests administered by the  
29 Employer.  
30

31 (8) Employees hired as Installer Trainees in the Service and Technical  
32 Department shall be required, as a condition of continued employment, to satisfy all promotional  
33 requirements for advancement to the Installer classification within ninety (90) calendar days  
34 after the start of training. In the event any of the requisite tests for advancement into the Installer  
35 classification are failed initially, the employee shall be permitted (within the foregoing ninety  
36 (90) day time period only) to retake such failed exam(s) one (1) more time.  
37

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

1  
2 (b) The outside consultant shall not be a member of the bargaining  
3 unit covered by this Agreement and shall not, directly or indirectly, be affiliated with or be a  
4 member of the Local Union.  
5

6 (c) There shall be only one (1) such review during the life of this  
7 Agreement provided the Employer does not, in any material respect, modify the tests after the  
8 initial review.  
9

10 (d) If the Union claims that a particular test or tests do not properly  
11 measure the necessary skill levels for a specific classification and the parties are unable to  
12 resolve the dispute within a period of ten (10) work days, the Union may submit the dispute for  
13 final resolution before a special tripartite arbitration Board, one member of which shall be  
14 selected by the Union, the second shall be chosen by the Employer and the third by mutual  
15 agreement of the Employer and Union designees. In order to be timely filed, the Union shall be  
16 required to notify the Employer in writing of its demand for arbitration within ten (10) calendar  
17 days after receipt of the Employer's denial or the expiration of the ten (10) work day adjustment  
18 period, whichever occurs sooner.  
19

20 (e) If timely demand for arbitration is made herein, each party shall be  
21 required to designate its member on the Board and notify the other party of such designation  
22 within ten (10) calendar days after receipt of the Union's written demand for arbitration.  
23

24 (f) In the event the Union and the Employer designees are not able to  
25 agree upon the third member of the panel within fifteen (15) calendar days after the respective  
26 appointments, either party may request the American Arbitration Association to provide it with a  
27 list of five (5) arbitrators from which the third member of the tripartite Board will be selected.  
28 The party submitting the request to the American Arbitration Association will do so in writing  
29 and provide a copy of same to the other party. The letter will accurately describe the nature of  
30 the dispute and request that the panel be comprised of experts in Broadband technical system  
31 operations.  
32

33 (g) Within ten (10) calendar days after receipt of the list, the Employer  
34 and Union designees to the tripartite Board shall designate the third member of the Board by  
35 alternately striking the names from the list with the Union designee striking first. The arbitration  
36 shall be held in San Francisco, California.  
37

38 (h) It shall be the function of the tripartite Board and each of its  
39 members to interpret and resolve only the specific issue submitted to them. Their decision and  
40 award, not inconsistent with the issue submitted and the express terms of this Agreement, shall  
41 be final and binding upon the parties hereto. The Board may only determine if a particular test  
42 or tests, in accordance with the issue(s) expressly submitted for resolution, properly measure the

1 necessary skills for the specific job classification in question. The Board may not, however,  
2 rewrite, redraft, modify, add to or delete from the particular test or tests.

3  
4 (i) The cost of the arbitration, which shall include the fees and  
5 expenses of the third member of the Board, the charges of the American Arbitration Association,  
6 if any, and the cost of the transcript where mutually agreed upon, shall be borne equally by the  
7 parties. Each party shall pay fees and expenses of its respective designees to the Board and the  
8 wages of its own representatives and witnesses for time lost, and the cost of the transcript where  
9 there is no mutual agreement to order it.

10  
11 (j) The time limits provided herein may be extended by mutual  
12 agreement of the parties.

13  
14 (k) The Board shall issue its decision and award in writing within  
15 thirty (30) calendar days after the conclusion of the hearing.

16  
17 (10) All Employer provided tests shall be graded and the results thereof  
18 communicated to concerned employees within ten (10) work days after the day on which the test  
19 was administered.

20  
21 (11) The Employer reserves the right to modify its training programs as it  
22 deems necessary or appropriate.

23  
24 (12) **Head End Technicians:** Notwithstanding the foregoing, the  
25 Employer shall determine the number of positions for Head-End Technicians; no promotions to  
26 Head-End Technician shall be made unless an opening exists. When a position becomes  
27 available, the Employer shall post the position. Only Advanced Technicians who have actually  
28 been performing as Advanced Technicians for at least twelve (12) months shall be eligible to bid  
29 for the position. If skills, ability, and performance are equivalent, the Employer shall select the  
30 candidate with the most classification seniority. Following selection, the Employer shall provide  
31 the necessary training as opportunities become available. The selected candidate shall be  
32 promoted to Head End Technician upon the earlier date of: (i) successful completion of required  
33 training; or (ii) six months after selection (provided that the employee has successfully  
34 completed all training offered to him/her); but in no event shall the promotion occur before the  
35 completion of the time in grade requirement.

36  
37 **C. Vacancy Posting Procedures.**

38  
39 (1) Notification of vacancies within the bargaining unit covered by this  
40 Agreement shall be posted at all the facilities covered by this Agreement for ten (10) calendar  
41 days and on the company's intranet, according to the policies and procedures governing the Self  
42 Nomination Automated Posting ("SNAP") system (or its equivalent) in effect for nonunion

1 employees in the Bay Area Market. The Employer may also post the vacancy in other locations  
2 simultaneously.

3 (2) Unit personnel interested in a vacant unit position shall submit a request  
4 for that position using the SNAP system or, if the position was not posted on SNAP, a written  
5 bid to their immediate supervisor prior to the conclusion of the ten day posting period.  
6

7 (3) Installer Trainees shall not be qualified to bid for any vacant position  
8 within the Service and Technical Department.  
9

10 (4) The vacancy bid posting procedure may be utilized solely for permanent  
11 transfers to an equal monetarily rated position (i.e., lateral transfer) or to a higher monetarily  
12 rated position (i.e., promotion). In such circumstances, the employee shall receive the wage rate  
13 of the classification to which he/she permanently transfers. No permanent transfer to a lower  
14 monetarily rated position (i.e., voluntary demotion) may be effectuated without the express  
15 authorization of the applicable Manager. If authorized, the employee shall be paid at the lower  
16 rate of the classification to which he/she voluntarily demoted him/herself and the employee may  
17 not exercise another bid or return to his/her former position for at least one (1) year from the  
18 effective date of the voluntary demotion.  
19

20 (5) If two (2) or more unit employees fully satisfy the requirements for  
21 entrance into the classification or department in which the bargaining unit vacancy exists, the  
22 position shall be awarded to the employee with the most bargaining unit seniority.  
23

24 (6) In the event a posted vacancy within any unit classification exists, and  
25 none of the unit bidders fully satisfy the requirements for the classification, the Employer shall  
26 select from among the bidders the candidate from within the unit who has met all testing  
27 requirements for the position and who has completed one-half (1/2) of the time in grade  
28 requirement. If more than one such candidate exists, the position shall be awarded to the  
29 employee with the most bargaining unit seniority.  
30

31 (7) If no candidates from within the unit meet the criteria specified in  
32 paragraphs (5) or (6) above, the Employer may either, in its discretion: (a) select a candidate  
33 from outside the unit who fully satisfies the requirements for the position; or (b) select a  
34 candidate from within the unit who has met one-half (1/2) of the time in grade requirement, and  
35 specify a reasonable time by which the employee must meet the requirements for the position. If  
36 no candidate meets either (a) or (b) above, the Employer shall have the right to fill the vacancy  
37 from outside the bargaining unit, provided that such individual passes the requisite written and  
38 practical tests for the classification within a reasonable time to be determined by the Employer,  
39 not in excess of six (6) months.  
40

41 **D. Temporary Inter/Intra-Departmental And Inter-Plant Transfers.**  
42

1 (1) Employees may be transferred on a temporary basis from one department  
2 to another or be assigned temporarily to perform work within the job description of a different  
3 classification within their department in any plant location covered by this Agreement, as  
4 operational conditions require. Such assignments shall be made in a fair, equitable and  
5 nondiscriminatory manner. Employees temporarily assigned to a different plant location shall  
6 report thereto as directed via Employer vehicle. In such circumstances, the employees shall  
7 pick-up their assigned vehicle at their regular reporting location, drive to the newly assigned  
8 plant location and return to their regular reporting location at the end of the shift.  
9

10 (2) In the event an employee is transferred temporarily to a lower paying  
11 department or is assigned temporarily to perform work within the job description of a lower  
12 paying classification, he/she shall continue to receive his/her prevailing rate of pay.  
13

14 (3) Employees, required to perform work within the job description of a  
15 higher paying classification or department shall be paid at the rate of such higher classification,  
16 unless said work is being performed under supervision for the purposes of on the job training.  
17

18 **ARTICLE 14**  
19 **REPORT-IN PAY**

20  
21 A. Unless otherwise provided herein, any non-probationary employee who reports to  
22 work at the regular starting time of his/her shift and has not been advised at least one (1) hour  
23 beforehand not to report, will be guaranteed at least four (4) hours work or pay at his/her  
24 prevailing hourly rate of pay. In the event the employee actually works in excess of four (4)  
25 hours, he/she will be guaranteed at least eight (8) hours work or pay at his/her prevailing hourly  
26 rate of pay.  
27

28 B. The foregoing report-in-guarantee shall not be applicable in the event:  
29

30 (1) the Employer is unable to contact the employee prior to the shift because:  
31

32 (a) the employee does not have a phone;

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

34 (c) the employee has failed to advise the Employer of his or current  
35 phone number;  
36  
37

38 - or -  
39  
40

1 (2) an emergency or Act of God (including but not limited to fire, flood,  
2 power failure, hurricane, severe wind or rain storm) or other cause not  
3 within the Employer's control reasonably prevents the Employer from  
4 providing such advance notice, or necessitates the cessation of work after  
5 the commencement of the shift.  
6

7 **ARTICLE 15**  
8 **CALL-BACKS**

9  
10 Employees not assigned to standby duty who are called back to work after departure from  
11 the Employer's premises at the end of their work day, shall be paid for all hours worked or  
12 receive a minimum guarantee of three (3) hours work or pay, per call-out, whichever is greater.  
13 It is understood, however, that only one (1) such guarantee at a time may be used within a given  
14 three (3) hour guarantee period. Payment for call-back work shall be made for the period  
15 beginning with the time of leaving home and shall continue until return thereto.  
16  
17

18 **ARTICLE 16**  
19 **HOURS OF WORK & BREAK PERIODS**

20  
21 A. (1) The regular work week shall be forty (40) hours, consisting of any five (5)  
22 days within the Employer's seven (7) consecutive calendar day pay period, and the regular work  
23 day shall consist of any eight (8) consecutive hours, excluding an unpaid meal period of not  
24 more than one (1) hour. The applicable payroll period within which to determine wage  
25 payments and overtime entitlement shall be determined by the Employer on a consistent basis  
26 with non-unit employees in the system.  
27

28 (2) Moreover, the Employer in the exercise of its discretion may establish a  
29 regular forty (40) hour work week, consisting of any four (4) days within the applicable pay  
30 period, either in combination with or in lieu of the five (5) day regular work week provided in  
31 Paragraph A.1, above. In such circumstances, the regular work day shall consist of any ten (10)  
32 consecutive hours, excluding an unpaid meal period of not more than one (1) hour.  
33

34 (3) Regularly scheduled days off for part-time personnel shall be assigned by  
35 management within the applicable seven (7) day payroll period in accordance with the  
36 operational needs of the business and need not be on consecutive calendar days. Except as  
37 otherwise provided herein, for full-time employees assigned to a five (5) day regular work week,  
38 days off shall be scheduled consecutively and for full-time employees assigned to a four (4) day  
39 regular work week, at least two (2) of the three (3) days off shall be scheduled consecutively. If,

1 however, business and operational needs necessitate scheduling regular work weeks for full-time  
2 personnel with days off on nonconsecutive days, the Employer may do so, provided the total  
3 number of employees assigned to such work weeks in a department of a plant covered by this  
4 Agreement shall not exceed ten percent (10%) of the full-time unit complement employed in the  
5 department of such plant.  
6

7 (4) No employee shall be assigned to both a regular eight (8) and regular ten  
8 (10) hour shift within the same pay period.  
9

10 (5) (a) At least twice per year on dates that are at least four (4) months apart,  
11 and at other times within a year when the Employer has provided 10 days prior written notice to  
12 the Union of its reasons for a change, the Employer shall determine for each plant location or  
13 department or operation covered by this Agreement: the number of regular work weeks and  
14 regular work day shifts needed by each department or operation, their starting and ending times  
15 and the number of employees within classification required to staff each regular work week and  
16 regular work day shift which have been so scheduled, and shall post the vacancies for bid.  
17

18 (b) Insofar as may reasonably be practicable, operationally effective  
19 and not create an inequitable distribution of skilled personnel, the opportunity to fill available  
20 positions at any plant location within the unit as aforesaid, shall be offered initially to qualified  
21 employees in the applicable Department and classification by classification seniority.  
22 (Preference, however, shall be extended to qualified employees already assigned and working  
23 within the applicable plant location). In the event, however, an insufficient number of  
24 employees volunteer, qualified employees from any plant location covered by the Agreement  
25 may be assigned thereto in inverse order of classification seniority. (Should classification  
26 seniority be equal, unit seniority shall prevail. Should that be equal as well, a coin toss shall  
27 resolve the conflict.) Following the distribution of assignments, if an employee has a serious and  
28 personal hardship with a shift he/she has been compelled to work, the Employer will attempt to  
29 accommodate such hardship by shift trades or other means, considering the criteria in the first  
30 sentence of this paragraph.  
31

32 (c) The work week and work day schedules resulting from the bid  
33 shall commence on the first day of the next pay period within the applicable month, with no less  
34 than five (5) work days' notice of the change. The ten (10) day notice provided pursuant to  
35 subparagraph (a) above may be concurrent with this five (5) day period.  
36

37 B. In situations where the Employer determines that a temporary short-term change  
38 in an employee's schedule is appropriate outside of the bidding process described above, where  
39 operational and efficiency considerations are equal, the Employer shall first offer such a change  
40 to qualified employees by seniority. If an insufficient number of employees agree to such  
41 change, the Employer shall assign the altered shifts to qualified employees by inverse seniority.  
42 The Employer shall give the employee at least five (5) work days advance notice of such change;  
43 provided, however, that such notice need not be given in cases of urgent, unforeseen operational

1 requirements or if the Employer and employee mutually agree to the change in work week or  
2 work day upon less notice. In departments that have regularly assigned shifts covering 24 hours  
3 per day, the Employer shall only implement shifts that regularly rotate with the agreement of the  
4 Union.  
5

6 C. In the event a field employee is assigned to a regular shift requiring work after  
7 dark, the Employer shall provide all necessary safety equipment for the performance of the work  
8 assignment, including but not limited to portable spot lights and flash lights. Installation work  
9 performed on a regular shift during night time hours will be performed by no less than a crew of  
10 two (2) employees working together, as and when reasonably necessary for safety or other  
11 legitimate operational reasons, considering the scope, complexity, and location of the work. In  
12 the event the Employer schedules a shift requiring the performance of field work after dark,  
13 radios in the office will be manned until the end of such shift.  
14

15 D. A management representative will be present during the night time hours of any  
16 regularly scheduled office shift requiring the performance of office duties after dark.  
17

18 E. All employees shall be paid on such schedule as the Employer pays non-unit  
19 employees within the systems covered by this Agreement. If possible, the Employer shall pay  
20 employees for overtime work in the same pay period within which the overtime work was  
21 performed. If this is not possible because of operational difficulties, such overtime pay shall be  
22 included in the second payroll period. If the Employer modifies its pay schedule, employees  
23 shall not be without pay for a period longer than seventeen (17) days, and the employees and the  
24 Union shall receive at least thirty (30) days' notice of such change.  
25

26 F. All employees shall receive two (2) paid fifteen (15) minute breaks during each  
27 regularly scheduled work day, one (1) of which shall be taken during the first one-half (1/2) of  
28 the shift and the second shall be taken during the remaining one-half (1/2) of the shift. An  
29 additional fifteen (15) minute break shall be provided for each two (2) consecutive hours of work  
30 performed after the end of the shift. All such breaks shall be scheduled by supervision and shall  
31 be taken at or in reasonable close proximity to the job site.  
32  
33

34 **ARTICLE 17**  
35 **OVERTIME**

36  
37 A. Employees assigned to a regular work schedule consisting of five (5) days per  
38 week and eight (8) hours per day, shall be paid at the rate of time and one-half (1-1/2) their  
39 regular hourly rate of pay for all hours actually worked in excess of eight (8) hours in any one  
40 day or in excess of forty (40) hours per payroll week . Employees, if any, regularly working a  
41 four (4) day work week, ten (10) hours per day, shall be paid at the rate of time and one-half (1-

1 1/2) their regular hourly rate of pay for all hours actually worked in excess of ten (10) per day or  
2 forty (40) per pay period . Only the following hours shall be counted as time worked toward the  
3 calculation of forty hours in a week: hours actually worked, contractual holiday pay hours,  
4 hours paid for a personal holiday, and paid vacation hours, but not hours actually worked on a  
5 holiday unless the employee does not receive holiday pay. Any and all other hours not actually  
6 worked during the payroll week, whether paid or not paid, shall not be counted or in any way  
7 considered in determining overtime entitlement. After January 1, 2003, if the Employer  
8 implements the PTO plan described in Article 21, only the following hours shall be counted as  
9 time worked toward the calculation of forty hours in a week: hours actually worked, used PTO  
10 days (but not hours actually worked on a holiday unless the employee does not receive PTO time  
11 for the same time).

12  
13 B. There shall be no pyramiding of overtime and no employee shall be laid off to  
14 compensate for overtime that has been worked or is to be worked.

15  
16 C. As and when requested by the Employer, an employee shall continue to perform  
17 work after the end of his/her regular work day in order to: (1) finish an assignment on which  
18 he/she may be working at the time; (2) assist other unit personnel in the completion of their work  
19 tasks; or (3) to complete other work as required by the Employer.

20  
21 D. (1) Pre-scheduled overtime opportunities shall be offered to the qualified  
22 employees on a rotational basis to allow for equitable distribution, starting with the most senior  
23 qualified employee.

24  
25 (2) Overtime shall be voluntary. However, if no qualified employee volunteers, the  
26 Employer may assign overtime to qualified personnel on a rotational basis to allow for equitable  
27 distribution, starting with the least senior qualified employee. A “Seniority-Overtime  
28 Scheduling” list showing the current status of rotation, both voluntary and mandatory, with  
29 regard to employees shall be posted by management for each system on the Union bulletin board  
30 at all times, and shall be updated on a daily basis, when required, by management.

31  
32 E. All employees must perform mandatory overtime assignments as aforesaid unless  
33 they present a bona fide, justifiable reason for not performing such assignments. All such  
34 reasons and excuses shall be communicated by employees to their immediate supervisor as early  
35 as reasonably possible.

36  
37 **ARTICLE 18**  
38 **STANDBY EMPLOYEES**

39  
40 A. The nature of the Employer’s business necessitates the ability to provide  
41 unforeseen services and/or maintenance during all hours of the day. It is agreed and understood,

1 therefore, that the Employer may require employees to be available for a call to work at any  
2 time, day or night, subject to the following "Standby" terms and conditions. The Employer shall  
3 designate one (1) or more employees as "Standby Employees" for a period of seven (7)  
4 consecutive calendar days as designated by the Employer (hereinafter called the "standby  
5 weeks). Standby status shall be rotated equitably among qualified employees and no employee  
6 shall be laid off from work solely because he/she is designated a "Standby Employee." The  
7 Employer may exclude from the rotation an employee who cannot be expected to respond to a  
8 trouble call in a reasonable time due to the location of the employee's residence.

9  
10 B. An employee assigned to standby duties shall receive a standby allowance as  
11 follows:

	<u>Full Standby Week</u>	<u>For One Day</u>
14 Service Technician and below	\$170	\$24.28
15 System Technician and above	\$185	\$26.43

16  
17  
18 C. (1) Standby employees who are called out to perform service shall, in addition to  
19 the aforesaid standby allowance, be compensated for time worked on a standby call, or be  
20 provided with four (4) hours pay or work, per day, at the applicable rate of pay, whichever is  
21 greater.

22  
23  
24 (2) An employee on standby shall not be required to remain at home, but  
25 he/she shall be available for contact by telephone, or Employer provided pagers at all times and  
26 shall be readily available and fit to report for work when called. Standby personnel shall be  
27 provided with and use an Employer vehicle in the performance of standby duties under the terms  
28 and conditions set forth in Article 34 (Employer Vehicles). An employee on standby duty may  
29 arrange for another qualified employee to substitute for him/her on a daily or weekly basis,  
30 provided management approval has been obtained in advance. Management approval will not  
31 unreasonably be withheld.

32  
33 D. Standby employees shall be expected to leave their location promptly upon  
34 receiving a trouble call.  
35

36 **ARTICLE 19**  
37 **SHIFT DIFFERENTIAL**

38  
39 A. An employee assigned to a regular work day schedule which starts between the  
40 hours of 8:00 P.M. and 7:00 A.M. shall receive shift differential pay in the sum of ten percent  
41 (10%) above his/her prevailing hourly rate of pay for all hours actually worked during such shift.

1 However, clerical employees in Pacifica who are assigned to a regular work day schedule which  
2 ends between 7:00 P.M. and 7:00 A.M will receive shift differential pay in the sum of ten  
3 percent (10%) above his/her prevailing hourly rate of pay for all hours actually worked during  
4 such shift.  
5

6 B. Shift differential payments, as aforesaid, shall be added to an employee's hourly  
7 wage rate for the purpose of calculating overtime pay, if any. Such shift differential payments,  
8 however, shall not be included or be computed in the fringe benefits (i.e., vacations, holidays,  
9 paid leaves, etc.) provided under this Agreement.  
10

11 C. If the Employer implements a schedule in which employees work regular shifts  
12 covering a particular department or operation on a 24 hour per day basis, any shifts in that  
13 department or operation starting 9:00 P.M. or later, or before 4:00 A.M., shall be scheduled for 8  
14 hours, with a one-half (1/2) hour paid meal period within the shift. Such employees shall remain  
15 entitled to shift differential pay on the terms provided above, except that they shall receive the  
16 differential for all hours worked on the shift.  
17

18 **ARTICLE 20**  
19 **EXPENSES**

20  
21 Employees shall not be required to furnish an automobile. In the event an employee is  
22 required to remain away overnight on a job, the Employer shall pay the full cost of lodging,  
23 meals and other job-related expenses. Employees required to attend training or other Employer  
24 called meetings outside of their regularly scheduled hours shall be reimbursed for such at their  
25 regular hourly rate of pay, provided valid written receipts for same are submitted. The Employer  
26 shall reimburse employees for expenses reasonably incurred by employees in the performance of  
27 their work assignments, such as bridge tolls, parking fees, and tire repair. Employees shall  
28 follow Employer policy in incurring and submitting expenses, and shall not incur expenses in  
29 excess of \$5.00 per week without supervisory or management approval.  
30  
31

32 **ARTICLE 21**  
33 **SICK LEAVE**

34 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
35 SHALL BE VOID AFTER THAT DATE.  
36

37 A. Each non-probationary employee shall accrue paid sick leave at the rate of 6.67  
38 hours per month for each month in which he/she actually works (paid time off resulting solely  
39 from contractual sick or extended sick leave, vacations, holidays, jury duty, bereavement or

1 military leave and all absences under Article 28(A) -- whether paid or not paid -- shall be  
2 deemed time worked) at least one hundred twenty-five (125) hours, up to a maximum accrual of  
3 eighty (80) hours per calendar year. Paid sick leave shall be provided solely to compensate an  
4 employee for actual work days lost due to a bona fide illness or injury (including pregnancy,  
5 childbirth or related medical conditions pursuant to Section 12945 of the PDA) to such  
6 employee, or in connection with any of the reasons set forth in Section 12945.2 of the FRA or in  
7 the FMLA, or due to the illness of an employee's parent, spouse or child -- whether or not such  
8 illness constitutes a "serious health condition" under the FRA or FMLA. For the purposes of  
9 this section, "family" means (i) children and persons related to the employee by birth or  
10 ancestry; (ii) spouses, (iii) domestic partners as defined by the Employer's insurance benefit  
11 plans; and (iv) those same relatives of the spouse or domestic partner.  
12

13 B. Earned but unused sick days may be carried over from one year to the next,  
14 provided the total accumulation thereof (including monthly accruals) may not at any time exceed  
15 the ten (10) days (i.e., 80 hours) yearly maximum. Accordingly, except as provided in  
16 Paragraphs C. and E. herein, no more than ten (10) days of sick leave may be taken and actually  
17 be used during a calendar year. Effective with the first of the month following the open  
18 enrollment period after ratification of this Agreement, earned but unused sick days may be  
19 carried over from one year to the next, provided the total accumulation thereof (including  
20 monthly accruals) may not at any time exceed twelve hundred (1200) hours (i.e., 150 days).  
21

22 C. Sick leave shall be paid as and when used at the employee's regular straight time  
23 rate of pay, not to exceed such employee's regular work day schedule. Sick leave shall be  
24 payable on the first (1st) day of illness. No employee shall receive pay for earned but unused  
25 sick leave at any time or for any reason during the life of this Agreement. In no event shall  
26 unused sick leave be added to an employee's vacation.  
27

28 **D. Extended Sick Leave Benefits For Employees with Five (5) Or More**  
29 **Years Of Service.**  
30

31 An employee with five (5) or more years of seniority who is absent from work due to  
32 such employee's own non-work related "serious health condition", as defined in Section 12945.2  
33 of the FRA, or due to pregnancy, childbirth or related medical condition under the PDA (not  
34 covered by or subject to State Disability or Workers' Compensation), shall be entitled to  
35 additional paid sick leave in the sum of forty (40) hours for each year of full-time employment,  
36 up to a maximum of eight hundred eight (808) hours during their entire tenure of employment  
37 with the Employer. (Under no circumstances may extended sick leave benefits be provided to  
38 employees receiving Workers' Compensation or other state disability income, and may not  
39 otherwise be used for illness of a family member or for child care.)  
40

41 E. Regular attendance is required of all employees. All absences, including absences  
42 on account of illness or injury, shall be reported by the employee to his/her immediate supervisor  
43 and/or to other management or supervisory official(s) designated by the Employer. In cases

1 where the absence is reported over the phone, the employee has the responsibility of obtaining  
2 the name of the supervisor or other management representative to whom the absence was  
3 reported. Absences shall not be reported by fellow employees, friends, neighbors, or other  
4 persons, except where circumstances reasonably prevent the employee from personally reporting  
5 his/her absence. Moreover, unless prevented as a result of circumstances reasonably beyond the  
6 employee's control, all employee absences shall be reported as aforesaid prior to the  
7 commencement of the employee's shift. The Employer may, in its discretion, implement a  
8 reasonable attendance policy, which may include discipline for attendance issues in accordance  
9 with the concepts of progressive discipline provided in this Agreement. In addition to the steps  
10 of progressive discipline provided in Article 10(A), the Employer shall provide a final warning  
11 of impending suspension before imposing a suspension for attendance issues. The fact that an  
12 absence qualifies for sick leave does not necessarily mean that the absence is excused or  
13 otherwise permitted.  
14

15 F. Any employee who is eligible for and receives Workers' Compensation or State  
16 disability benefits shall receive the difference between such benefit payments and his/her regular  
17 straight-time earnings up to but not in excess of the employee's earned but unused sick leave  
18 credits under Paragraphs A. and C. herein. As and when such earned but unused sick leave  
19 credits, if any, have been exhausted, Employer payments shall cease. Under no circumstances,  
20 however, shall the employee receive in excess of his/her regular net take home pay.  
21

22 G. The Employer shall provide a list of each employee's accumulation of sick leave  
23 to the Union upon request, but no more frequently than once every six (6) months.  
24

25 H. Accumulated sick leave may be used for employee medical appointments, where  
26 such appointments cannot reasonably be scheduled for other than work hours, and upon advance  
27 notice to the Employer, where reasonably possible.  
28

29 I. An employee shall not be entitled to sick leave if, at the time of the illness, he/she  
30 is on vacation, layoff, contractual holiday, any other leave (excluding family care leave and  
31 pregnancy disability leave as provided in Article 22 of this Agreement) or otherwise is not  
32 actively at work under the provisions of this Agreement.  
33

34 EFFECTIVE JANUARY 1, 2003, THE FOLLOWING ARTICLE SHALL REPLACE THE  
35 ABOVE ARTICLE 21:  
36

37 **ARTICLE 21**  
38 **TIME AWAY FROM WORK**

39 Bargaining unit employees shall be eligible for the same "time away from work" policies  
40 as applied to non-unit hourly employees of the Bay Area Market. The Employer shall have the  
41 right to add to, delete, or modify such benefits and policies unilaterally and in its sole discretion,

1 without any obligation to bargain, provided that such changes are uniformly applied to unit and  
2 non-unit employees in the Bay Area in the same classifications. Some details of the policies in  
3 effect at the time of the ratification of this agreement are:

4  
5 **A. Paid Time Off.**

6  
7 **1. Transition.**

8  
9 From the date of this Agreement until December 31, 2002, the Employer shall continue  
10 in effect the provisions regarding vacations, holidays, sick leave, bereavement leave, and  
11 overtime from the collective bargaining agreement preceding this one.

12  
13 **2. Implementation of Paid Time Off Policy.**

14  
15 Effective January 1, 2003, the Employer shall implement the same Paid Time Off policy  
16 as applied to non-unit hourly employees of the Bay Area Market. The Employer shall be  
17 permitted to unilaterally modify the terms of its Paid Time Off Policy as long as such changes  
18 are uniformly applied to unit and non-unit hourly employees of the Bay Area Market. The  
19 implementation of the Paid Time Off Policy shall replace Employer policies regarding vacations,  
20 holidays, and sick leave. The Employer shall also make available to unit employees the same  
21 disability insurance plans (Short Term Disability and Long Term Disability) available to non-  
22 unit Bay Area Market employees.

23  
24 **3. Paid Time Off Policy.**

25  
26 The following are certain details of the Paid Time Off Policy the Employer plans to  
27 implement effective January 1, 2003:

28  
29 (a) Employees shall accrue Paid Time Off as follows:

30

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

31  
32 (1) Employees who regularly work less than forty (40) hours per week  
33 shall have their accrual pro-rated based on the amount of hours they regularly work.  
34

1                   (2)     Except as provided below, an employee's PTO bank shall not  
2 exceed the maximum accrual amount. An employee stops accruing PTO when the maximum  
3 accrual amount is reached, and starts accruing PTO when the bank is reduced below the  
4 maximum accrual amount.  
5

6                   (b)     Employees may use PTO to take vacation, to take time off on holidays, for  
7 illness (whether due to the employee's own illness or to care for a sick family member), and for  
8 personal appointments. Employees may use PTO in increments of one-quarter (1/4) hour or  
9 greater.  
10

11                   (c)     Employees must request approval for use of PTO time. Employees must  
12 make such requests as far in advance as possible, but at least two (2) weeks in advance, unless  
13 the absence could not have been planned.  
14

15                   (d)     At the end of each year, the Employer will permit employees to cash out  
16 unused PTO time up to five (5) days, provided that the employee will still maintain at least ten  
17 (10) days in his/her PTO bank. Payment for PTO time cashed out will be made in January.  
18

19                   (e)     Employees will be paid the value of their PTO upon termination of  
20 employment, voluntary or involuntary.  
21

22                   (f)     Holidays. The following shall be Employer designated holidays: New  
23 Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. The  
24 Market may designate no more than three (3) additional holidays each year, which will be  
25 designated by December 1 of the preceding year. If the Employer offers work during the  
26 holiday, and an employee works on such a holiday, the employee will be paid one and one-half  
27 (1-1/2) times his or her base hourly rate for all hours worked on the holiday and no time will be  
28 deducted from the employee's PTO account. If either there is no available work on the holiday  
29 or an employee chooses not to work, the employee will be paid one day from his/her PTO  
30 account as holiday pay.  
31

32                   (g)     Negative PTO Account. If an employee has no PTO time available,  
33 he/she may take PTO leave in advance of accrual, of up to one week of the employee's regular  
34 schedule at the discretion of the supervisor. Any PTO accrued after that date shall be applied to  
35 the negative balance. If a negative balance remains at the date the employee is separated from  
36 the Employer, the value of the negative balance shall be deducted from the employee's final  
37 paycheck.  
38

39                   (h)     Existing Vacation and Sick Leave Banks. Effective January 1, 2003, all  
40 existing vacation and sick leave banks will be terminated.  
41

1 (1) All vacation days an employee has as of December 31, 2002 shall  
2 be converted to PTO days. After December 31, 2002, an employee who is over the maximum  
3 accrual, including converted vacation days, shall no longer accrue PTO.  
4

5 (2) All sick leave days an employee has as of December 31, 2002 shall  
6 be placed in a disability supplementation hours account. An employee may use the disability  
7 supplementation hours to (i) supplement a Short Term Disability benefit to receive up to one  
8 hundred percent (100%) of pay; or (ii) to replenish PTO days used in the seven (7) calendar days  
9 prior to the effectiveness of the Short Term Disability, if the employee misses more than a week  
10 of work. There will be no cash out of disability supplementation hours.  
11

12 (i) All references in this section to December 31 and January 1  
13 shall be interpreted to refer to the closest payroll period end and start date, respectively.  
14

15 **B. Regular Attendance.**  
16

17 Regular attendance is required of all employees. All absences, including absences on  
18 account of illness or injury, shall be reported by the employee to his/her immediate supervisor  
19 and/or to other management or supervisory official(s) designated by the Employer. In cases  
20 where the absence is reported over the phone, the employee has the responsibility of obtaining  
21 the name of the supervisor or other management representative to whom the absence was  
22 reported. Absences shall not be reported by fellow employees, friends, neighbors, or other  
23 persons, except where circumstances reasonably prevent the employee from personally reporting  
24 his/her absence. Moreover, unless prevented as a result of circumstances reasonably beyond the  
25 employee's control, all employee absences shall be reported as aforesaid prior to the  
26 commencement of the employee's shift. Absence from work of three (3) or more consecutive  
27 days, without reporting, shall be considered job abandonment. The Employer may, in its  
28 discretion, implement a reasonable attendance policy, which may include discipline for  
29 attendance issues in accordance with the concepts of progressive discipline provided in this  
30 Agreement. In addition to the steps of progressive discipline provided in Article 10(A), the  
31 Employer shall provide a final warning of impending suspension before imposing a suspension  
32 for attendance issues. The fact that an absence qualifies for sick leave or unplanned PTO does  
33 not necessarily mean that the absence is excused or otherwise permitted.  
34

35 **C. Leaves of Absence.**  
36

37 **1. Departmental Leave.**  
38

39 A Departmental Leave is an informal, unpaid leave of less than thirty-one (31) days.  
40 While on a Departmental Leave, employees will continue to have all the benefit coverages that  
41 were in place at the time of the leave. However, employees may have to pay retroactive  
42 employee contributions when you return to work.  
43

1 Business Travel Accident coverage is not in effect during a leave of absence.  
2 Contributions to the Long Term Savings Plan will be suspended during unpaid Departmental  
3 Leave. Missed loan payments will be double deducted when the employee returns to work.  
4 Contributions will be reinstated upon return to work.  
5  
6

1                                   **2.     Military Leave.**  
2

3                   A Military Leave provides time away from work for employees to fulfill their military  
4 duty obligations. The Employer will comply with all federal and state laws regarding military  
5 leave.  
6

7                                   **a.     Health Care Benefits** – Continuation of health care benefits  
8 (medical, dental, vision, health care spending account) will depend on the length and type of  
9 Military Leave taken. Generally, for absences of less than thirty-one (31) days, Company-paid  
10 coverage will continue for the length of the leave, and the employee will be responsible for the  
11 employee contributions.  
12

13                   For absences longer than thirty (30) days, coverage ends on the last day of the month in  
14 which the leave begins. The employee may continue your health care coverage (medical, dental,  
15 vision, health care spending account) through COBRA, by paying the employee contribution for  
16 the first month, and then the full monthly COBRA premiums after that. The employee may  
17 continue contributing to the health care spending account on an after-tax basis. Dependent care  
18 spending account contributions will be suspended for the term of the leave. However, the  
19 employee may continue to submit eligible expenses for reimbursement while on Military Leave.  
20 Health care benefits will be reinstated the first of the month on or after return to work.  
21

22                                   **b.     Short-term Disability Benefits** – are not available during Military  
23 Leave.  
24

25                                   **c.     Pension Benefits** – Service credit will continue to accrue during  
26 the period of time reemployment rights are protected by law. Pre-retirement survivor benefits  
27 may be payable if the employee dies while on Military Leave, if vested.  
28

29                                   **d.     Basic Life and Accidental Death and Dismemberment** – will  
30 continue for up to twelve (12) months during Military Leave. After twelve (12) months,  
31 coverage will terminate and will be reinstated effective the first day of the month on or after  
32 return to work. No proof of insurability is required.  
33

34                                   **e.     Supplemental and Dependent Life Insurance** - will terminate at  
35 the end of the month in which Military Leave begins. Prior coverage elections will be reinstated  
36 effective the first day of the month on or after return to work. No proof of insurability is  
37 required.  
38

39                                   **f.     Business Travel Accident Coverage** – is not in effect during  
40 Military Leave.  
41

42                                   **g.     Long Term Savings Plan** – Contributions will be deducted from  
43 any Company pay received while on Military Leave. Loan repayments will have priority over

1 contributions. During an unpaid Military Leave, loan repayments will be suspended until the  
2 employee returns to work. Any missed loan repayments will be double deducted upon return to  
3 work. Contributions will be reinstated upon return to work.  
4

5 **h. Paid Time Off (PTO) Accruals** – PTO will continue to accrue for  
6 the first two (2) pay cycle end dates occurring during leave.  
7

8 **3. Personal Leave.**  
9

10 A Personal Leave is designed to provide time off, where business needs permit, for  
11 personal reasons not covered under other types of formal leaves.  
12

13 **a. Health Care Benefits** – Coverage ends on the last day of the  
14 month in which the approved Personal Leave begins. The Company will then subsidize one (1)  
15 month of coverage (excluding the employee portion of health care premiums) through COBRA.  
16 The employee may continue his/her health care coverage (medical, dental, vision, health care  
17 spending account) through COBRA, by paying the full monthly COBRA premiums after that.  
18 Health care spending account contributions may continue on an after-tax basis. Dependent care  
19 spending account contributions will be suspended for the term of the leave, but eligible expenses  
20 may be submitted for reimbursement. Health care benefits will be reinstated the first of the  
21 month on or after return to work.  
22

23 **b. Short-term Disability Benefits** – are not available while on a  
24 Personal Leave.  
25

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

31 **d. Basic Life and Accidental Death and Dismemberment** – will  
32 end at the end of the month in which the Personal Leave begins. Coverage will be reinstated  
33 effective the first day of the month on or after return to work. No proof of insurability is  
34 required. The employee may have rights to convert coverage to an individual policy.  
35

36 **e. Supplemental and Dependent Life Insurance** - will terminate at  
37 the end of the month in which Personal Leave begins. Prior coverage elections will be reinstated  
38 effective the first day of the month on or after return to work. No proof of insurability is  
39 required. The employee may have rights to convert coverage to an individual policy.  
40

41 **f. Business Travel Accident Coverage** – is not in effect while on a  
42 leave of absence.  
43

1                   **g. Long Term Savings Plan** – Contributions will be suspended  
2 during an unpaid Personal Leave. Any missed loan repayments will be double deducted upon  
3 return to work. Contributions will be reinstated upon return to work.  
4

5                   **h. Paid Time Off (PTO) Accruals** – PTO will continue to accrue for  
6 the first two (2) pay cycle end dates occurring during the employee’s leave.  
7

8                   **4. Family and Medical Leave.**  
9

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

13                   **a. Health Care Benefits** – Health care benefits (medical, dental,  
14 vision, health care spending account) will continue for the duration of an approved FMLA Leave  
15 as if the employee were an active employee. Employee contributions will continue to be  
16 required during FMLA Leave. For failure to pay contributions on time, coverage will be  
17 canceled effective the first of the month for which the premium contribution was due. The  
18 employee may continue contributing to the health care spending account on an after-tax basis.  
19 Contributions to the dependent care spending account will be suspended for the term of the  
20 leave.  
21

22                   **b. Short-term Disability (STD) Benefits** – The time the employee is  
23 on approved short-term disability benefits may also count towards FMLA time. As allowed by  
24 law, STD benefits and FMLA Leave may run at the same time.  
25

26                   **c. Pension Benefits** – Service credit will continue to accrue for the  
27 entire period of your FMLA Leave upon reinstatement. Pre-retirement survivor benefits may be  
28 payable if you die while on FMLA Leave, if vested.  
29

30                   **d. Basic Life and Accidental Death and Dismemberment** – will  
31 continue while on an FMLA Leave.  
32

33                   **e. Supplemental and Dependent Life Insurance** – will continue if  
34 the employee was paying for this benefit prior to the leave and continues to pay the insurance  
35 premium while on an FMLA Leave. If the premiums are not paid, coverage will end at the end of  
36 the month in which the employee stops paying for coverage. Prior coverage elections will be  
37 reinstated effective the first day of the month on or after your return to work. No proof of  
38 insurability is required.  
39

40                   **f. Business Travel Accident Coverage** – is not in effect while on a  
41 leave of absence.  
42

1                   **g. Long Term Savings Plan** – Contributions will be deducted from  
2 any pay received while on an FMLA Leave. Loan repayments will have priority over  
3 contributions. Loan repayments will be suspended during an unpaid FMLA leave until return to  
4 work. Any missed payments will be double deducted upon return to work. Contributions will be  
5 reinstated upon return to work.  
6

7                   **h. Paid Time Off (PTO) Accruals** – PTO will continue to accrue on  
8 the first two (2) pay cycle end dates occurring during the employee’s leave.  
9

10                   **5. Other Family Medical Care Leave.**  
11

12 OFMC Leave allows eligible employees time away from work to care for certain ill family  
13 members who are not covered under FMLA.  
14

15                   **a. Health Care Benefits** – Health care benefits (medical, dental,  
16 vision, health care spending account) will continue for the duration of an approved OFMC Leave  
17 as if the employee was an active employee. If the employee normally pays an employee  
18 contribution for your medical coverage, these employee contributions will continue to be  
19 required during the OFMC Leave. If the employee does not pay on time, coverage will be  
20 canceled effective the first of the month for which the premium contribution was due. The  
21 employee may continue contributing to the health care spending account on an after-tax basis. If  
22 the employee has a dependent care spending account, contributions will be suspended for the  
23 term of the leave.  
24

25                   **b. Short-term Disability Benefits** – are not available while on an  
26 approved OFMC Leave.  
27

28                   **c. Pension Benefits** – Service credit will continue to accrue for the  
29 entire period of OFMC Leave upon reinstatement. Pre-retirement survivor benefits may be  
30 payable if the employee dies while on OFMC Leave, if vested.  
31

32                   **d. Basic Life and Accidental Death and Dismemberment** – will  
33 continue for up to twelve (12) weeks during an OFMC Leave.  
34

35                   **e. Supplemental and Dependent Life Insurance** – will continue if  
36 the employee was paying for this benefit prior to the leave and continues to pay the insurance  
37 premium while on an OFMC Leave. Failure to pay will result in coverage terminating at the end  
38 of the month in which the employee stops paying for coverage. Prior coverage elections will be  
39 reinstated effective the first day of the month on or after return to work. No proof of insurability  
40 is required.  
41

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

1  
2                   **g. Long Term Savings Plan** – Contributions will be deducted from  
3 any pay received while on an OFMC Leave. Loan repayments will have priority over  
4 contributions. If on an unpaid OFMC Leave, loan repayments will be suspended until return to  
5 work. Any missed loan payments will be double deducted upon return to work. Contributions  
6 will be reinstated upon return to work.

7  
8                   **h. Paid Time Off (PTO) Accruals** – PTO will continue to accrue on  
9 the first two (2) pay cycle end dates occurring during the employee’s leave.

10  
11                   **6. Jury/Witness Duty Leave.**

12  
13                   Employees are eligible for jury/witness duty leave if they:

- 14  
15                   (a) Receive an official notice to serve on a jury; or  
16  
17                   (b) Are subpoenaed for a deposition or court appearance in a case in  
18 which they are not a party.

19  
20                   During Jury/Witness Duty leave, employees will be paid their regular rate of pay, up to  
21 their scheduled hours for the week. Upon release, employees must contact their supervisor and  
22 are expected to return to work to complete the remaining portion of a shift, if requested by a  
23 supervisor.

24  
25                   **7. Bereavement Leave.**

26  
27                   Bereavement Leave may be taken upon the loss of an immediate family member.  
28 Immediate family member means spouse, same-sex domestic partner, child, parent, sibling,  
29 grandparent, grandchild, in-law (mother, father, sibling), step-relatives (father, mother, sibling,  
30 child), and other relatives living in the employee’s home.

31  
32                   Employees are eligible for up to three (3) days of paid bereavement leave. Additional  
33 days off may be taken through PTO or an unpaid basis, if approved by the employer.  
34  
35

36                   **ARTICLE 22**  
37                   **LEAVE FOR FAMILY CARE**  
38                   **AND/OR PREGNANCY DISABILITY**

39                   THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
40 SHALL BE VOID AFTER THAT DATE.  
41

1           A.     Family care leave shall be provided in accordance with the provisions of Section  
2 12945.2 of the California Government Code, as amended (hereinafter called the “California  
3 Family Rights Act” or “FRA”) and, insofar as may be applicable, pursuant to any more favorable  
4 or beneficial terms and conditions set forth in the Federal Family and Medical Leave Act of 1993  
5 (hereinafter called the “FMLA”), as follows:  
6

7           Employees with one (1) or more years of employment who have performed work and  
8 services for at least 1,250 hours during each twelve (12) month period immediately preceding  
9 the effective date of the requested family care leave, shall be granted an unpaid leave of absence  
10 for up to but not in excess of twelve (12) work weeks (i.e., based on the employee’s regularly  
11 scheduled work week) during each calendar year on a cumulative basis in connection with any  
12 one or more of the following:  
13

- 14           1.     the birth of a child of the employee; or
- 15           2.     the placement of a child with an employee for the purpose of adoption or  
16 foster care; or
- 17           3.     in order to care for the parent, spouse or child of the employee if such  
18 parent, spouse or child has a “serious health condition” as defined in the  
19 FRA: or
- 20           4.     an employee’s own “serious health condition” that makes the employee  
21 unable to perform the essential functions of his/her job, except for a  
22 disability on account of pregnancy, childbirth, or related medical  
23 condition covered by Section 12945 of the California Government Code,  
24 (hereinafter called the California Pregnancy Disability Act” or “PDA”).  
25  
26  
27  
28

29           In accord with 7297.4(d) of the FRA regulations, all leave taken under Paragraphs A.1  
30 and 2. above shall be initiated within one (1) year of the birth or placement of the child with the  
31 employee for adoption.  
32

33           If at all reasonably possible and practical, at least thirty (30) calendar days advance  
34 notice shall be provided to the Employer prior to the commencement date of the leave.  
35

36           B. (1) Leave for a disability due to pregnancy, childbirth or related medical conditions  
37 shall be provided in accordance with the California Pregnancy Disability Act and, insofar as may  
38 be applicable, pursuant to any more favorable or beneficial terms and conditions set forth in the  
39 FMLA. Unless otherwise necessitated by the FMLA, an employee disabled by pregnancy,  
40 childbirth or related medical conditions shall be entitled to be absent from work and shall be  
41 granted an unpaid leave of absence in connection therewith for a reasonable period of time not to  
42 exceed four (4) months.  
43

1 (2) Leave for a disability due to pregnancy, childbirth or related medical  
2 condition, as aforesaid, shall be provided in addition to the FRA family care leave set forth in  
3 Paragraph A. above. Accordingly, all days used for such family care purposes shall not reduce  
4 or, in any way, be used as an offset against the four (4) month PDA leave set forth herein. By  
5 the same token, all days of pregnancy leave provided under the PDA shall not reduce or be used  
6 as an offset to the twelve (12) week FRA family care leave. Such days of pregnancy leave,  
7 however, shall be used as an offset to any and all leave, as may be applicable, provided under the  
8 FMLA.

9  
10 **C. Definitions.**

11  
12 (1) “Serious health condition” - means an illness, injury, impairment or  
13 physical or mental condition (excluding all disabilities on account of pregnancy, childbirth or  
14 related medical condition under the PDA) that involves:

15  
16 (a) any period of incapacity or treatment in connection with inpatient  
17 care in a hospital, hospice or residential medical care facility;

18  
19 -or-

20  
21 (b) any period of incapacity (1) requiring absence from work, school  
22 or other regular daily activities for more than three (3) calendar days and  
23 (2) “involving continuing treatment by (or under the supervision of) a  
24 health care provider;”

25  
26 -or-

27  
28 (c) continuing treatment by (or under the supervision of) a health care  
29 provider for (1) a chronic or long term health condition that is incurable or  
30 so serious that, if not treated, would likely result in a period of incapacity  
31 of more than three (3) calendar days or for (2) prenatal care.

32  
33 (2) “Continuing treatment by a health care provider” - means one (1) or more  
34 of the following:

35  
36 (a) the employee or family member (i.e., parent, spouse or child) in  
37 question is treated two (2) or more times for the illness or injury by a  
38 health care provider;

39  
40 -or-

41  
42 (b) the employee or family member is (1) treated for the injury or  
43 illness two (2) or more times by a provider of health care services under

1 the orders or on referral by a health care provider or (2) is treated for the  
2 illness or injury by a health care provider on at least one (1) occasion  
3 which results in a regimen of continuing treatment under the supervision  
4 of such health care provider (i.e., a course of medication or therapy);  
5

6 -or-  
7

8 (c) the employee or family member has a serious, long term or chronic  
9 condition or disability which cannot be cured and is under the continuing  
10 supervision therefor by a health care provider (but not necessarily being  
11 actively treated).  
12

13 (3) “Child” - means a biological, adopted or foster child, a stepchild, a legal  
14 ward, or a child of a person standing in loco parentis, who is:

15 (a) under 18 years of age; or  
16

17 (b) 18 years of age or older and incapable of self-care because of a  
18 mental or physical disability.  
19

20 (4) Disability Due To Pregnancy, Childbirth Or Related Medical Condition -  
21 means a disability which, in the opinion of the employee’s own doctor or other licensed health  
22 care practitioner, renders the female employee (because of such pregnancy, childbirth or related  
23 medical condition) unable to perform the essential duties of her job or to perform such duties  
24 without undue risk to herself or other persons.  
25

26  
27 **D. Intermittent Leave And/Or Reduced Leave Schedule.**  
28

29 (1) Leave for birth or adoption  
30

31 Unless the Employer and employee mutually agree otherwise, intermittent leave  
32 and/or a reduced leave schedule in connection with leave for birth or adoption shall be provided  
33 in increments of at least two (2) weeks. Moreover, the Employer shall grant a request for family  
34 leave for such purposes for periods of less than two (2) weeks duration on any two (2) occasions  
35 within the applicable one (1) year period. Unless otherwise agreed, all such days off shall be in  
36 full day increments.  
37

38 (2) Leave in connection with the serious health condition of employee, parent,  
39 spouse or child  
40

41 The leave provided in Paragraph A.3 (serious health condition of parent, spouse  
42 or child) and Paragraph A.4 (serious health condition of employee) above, may be taken  
43 intermittently and/or on a reduced leave schedule (in less than full day increments) when

1 medically necessary, as set forth in a certification issued by a health care provider pursuant to  
2 Paragraph E. below. Moreover, where the necessity for such leave is foreseeable based on  
3 planned medical treatment:

- 4
- 5 (a) the Employer may require such employee to transfer temporarily to an  
6 available alternative position offered by the Employer for which the  
7 employee is qualified and that: (i) has equivalent pay and benefits and (ii)  
8 better accommodates recurring periods of leave than the regular position  
9 of the employee; and
- 10
- 11 (b) the employee shall make a reasonable effort to schedule treatment so as  
12 not to disrupt unduly the operations of the Employer, subject to the  
13 approval of the health care provider.
- 14

15 **E. Medical Certifications.**

16

17 An employee requesting a leave under Paragraph A.3 (serious health condition of parent,  
18 spouse or child) or Paragraph A.4 (serious health condition of employee) above, shall be  
19 required to submit a medical certification issued by the health care provider of the affected  
20 individual in support thereof. The cost of such certification shall be borne solely by the  
21 employee. The required medical certification shall be provided to the Employer within fifteen  
22 (15) calendar days after the Employer's request, unless it is not practicable to do so under the  
23 particular circumstances despite the employee's diligent, good faith efforts. Failure to provide  
24 the required certificate shall constitute grounds for denial and/or cancellation of the leave and  
25 subject the employee to discipline. (For further information regarding the contents of the  
26 certificates, see Article 24, Medical Examinations, Doctors' Notes, Releases And Reasonable  
27 Accommodations, herein.)

28

29 **F. Substitution Of Paid Leave.**

30

31 In accordance with Section 12945.2(e) FRA, Section 102(d)(2) (A) and (B) FMLA  
32 (including Sections 825.207 and 825.208 of the Rules and Regulations thereof) the PDA and  
33 Section 7291.2(d)(3)(A)1a) of the Rules and Regulations thereunder, contractual paid leave may  
34 be substituted for and be deducted from the family care leave and/or pregnancy leave provided  
35 respectively in Paragraphs A. and a. above, as follows:

36

- 37 (1) Leave for birth, adoption or due to serious health condition of the  
38 employee's parent, spouse or child
- 39

40 An employee seeking leave under Paragraph A.1 (birth of child), A.2 (adoption) or A.3  
41 (serious health condition of parent, spouse or child) above, shall not be required to use any paid  
42 contractual leave benefits to offset the twelve (12) week unpaid family care leave. The  
43 employee, however, may elect to use his/her accrued regular sick days, personal holidays and/or

1 accrued vacation days as a substitute for such leave or any part thereof. (Under no  
2 circumstances may extended sick leave under Article 21 E. of the Agreement be used as a  
3 substitute for or as an offset to the family care leave provided in Paragraphs A.1-3 herein). In  
4 such circumstances, the twelve (12) week family care leave shall be reduced by the number of  
5 paid regular sick days, personal holidays and/or vacation days the employee elects to use for  
6 such offset purposes.

7  
8 (2) Leave due to the serious health condition (excluding a disability on  
9 account of pregnancy, childbirth or related medical condition) of the  
10 employee

11  
12 (a) Employee serious health condition (excluding pregnancy  
13 disability) which is not covered by Workers' Compensation or State  
14 Disability Insurance

15  
16 An employee seeking leave under Paragraph A.4 above in connection with his/her  
17 own serious health condition, which is not covered by Workers' Compensation, State Disability  
18 Insurance or the PDA, shall be required initially to use all accrued extended sick leave days as a  
19 substitute for the twelve (12) week unpaid family care leave.

20  
21 Moreover, the employee may elect to use his/her accrued regular sick days,  
22 accrued personal holidays and/or accrued vacation days as a substitute for such leave or any part  
23 thereof. Accordingly, the twelve (12) week family care leave shall be reduced by the number of  
24 accrued extended sick leave days required by the Employer to be used, as well as by the number  
25 of accrued regular sick days, personal holidays and/or accrued vacation days elected by the  
26 employee to be used for such offset purposes.

27  
28 (b) Employee serious health condition (excluding pregnancy disability) which  
29 is covered by Workers' Compensation or State Disability Insurance

30  
31 An employee seeking leave under Paragraph A.4 above in connection with his/her own  
32 serious health condition (excluding pregnancy disability), which is covered by Workers'  
33 Compensation or State Disability Insurance, shall not be required to use any paid contractual  
34 leave benefits to offset the twelve (12) week unpaid family care leave. The employee, however,  
35 may elect to use his/her accrued personal holidays, accrued vacation days and accrued regular  
36 sick days as a substitute for such leave or any part thereof. (The employee shall not be required  
37 and may not personally elect to use his/her accrued extended sick leave days for such offset  
38 purposes.) Accordingly, the twelve (12) week family care leave shall be reduced solely by the  
39 number of accrued personal holidays, accrued vacation days and/or accrued regular sick days  
40 elected by the employee to be used for such offset purposes.

1 (3) Leave due to a disability on account of  
2 pregnancy, childbirth or related medical condition  
3

4 An employee seeking leave under Paragraph B.1. and 2. above on account of pregnancy,  
5 childbirth or related medical condition under the PDA, shall not be required to use any paid  
6 contractual leave benefits to offset the four(4) month unpaid pregnancy leave. The employee,  
7 however, may elect to use her accrued personal holidays, accrued vacation days and accrued  
8 regular and/or extended sick leave days as a substitute for such leave or any part thereof.  
9 Accordingly, the four (4) month pregnancy leave shall be reduced solely by the number of  
10 accrued personal holidays, accrued vacation days and accrued regular and/or extended sick leave  
11 days the employee elects to use for such offset purposes.  
12

13 **G. Employment And Benefits Protection.**  
14

15 (1) On return to work at the expiration of the family care leave or pregnancy  
16 disability leave provided herein, the employee shall be restored to his/her former or equivalent  
17 job position, with equivalent employment benefits, pay and other terms and conditions of  
18 employment. Any and all benefits, rights and privileges accrued and vested prior to the  
19 commencement of the leave shall not be lost by virtue of the employee taking such leave. The  
20 employee, however, shall not accrue seniority as provided in Article 12 a. 2. and 3. or any  
21 additional employment benefits during such leave.  
22

23 (2) During the entire period an employee is on family care leave or pregnancy  
24 disability leave herein, the Employer shall continue to provide Group Health Medical and Dental  
25 Insurance on the same basis as it did prior to the commencement of such leave' and the  
26 employee shall continue to be required to pay his/her share of the premium cost thereof.  
27 Accordingly, insurance coverage shall remain in effect for the duration of the family care leave  
28 or until such time as the employee becomes thirty (30) days delinquent in payment of his/her  
29 required share of the premium cost.  
30

31 **H. Spouses Employed By The Same Employer.**  
32

33 In the event both a husband and wife are employed by the Employer and both are eligible  
34 to receive family care leave under Paragraph A. above, the aggregate number of work weeks to  
35 which both may be entitled shall be limited to twelve (12) work weeks within any twelve (12)  
36 month period for:  
37

38 1. all leaves under Paragraph A.1 and 2;  
39

40 and  
41

42 2. all leaves under Paragraph A.3 solely pertaining  
43 to caring for a parent with a "serious health condition."

1  
2 Pursuant to the more favorable provisions of the FMLA, the foregoing aggregate  
3 limitation shall **not** be applicable to leaves under Paragraph A.3 pertaining to caring for a spouse  
4 or child with A “serious health condition” or under A.4 for the employee’s own serious health  
5 condition. Accordingly, each spouse may individually avail himself/herself of the full twelve  
6 (12) week leave allotted for such purposes, resulting in a total of twenty-four (24) weeks  
7 between them. Moreover, the foregoing aggregate limitation shall not in any way diminish a  
8 female employee’s entitlement to take up to a four (4) month leave for a disability in connection  
9 with pregnancy, childbirth or related medical condition under the PDA.

10  
11 **I. Contractual Interpretation Of Family Care And Pregnancy Leave**  
12 **Provisions.**  
13

14 The interpretation of the provisions of the Family Care and Pregnancy Leave sections of  
15 this Agreement shall be in accord with the FRA, FMLA and the PDA, all amendments thereto  
16 and all interpretive regulations issued thereunder.  
17  
18  
19

20 **ARTICLE 23**  
21 **PERSONAL LEAVE OF ABSENCE**

22 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
23 SHALL BE VOID AFTER THAT DATE.  
24

25 A. Non-probationary employees may be provided, at the Employer’s sole discretion,  
26 with an unpaid personal leave of absence for a period of time designated by the Employer, up to  
27 but not in excess of six (6) months. The Union shall be provided with written notice of the terms  
28 and conditions of all such personal leaves. An employee who is granted an unpaid personal  
29 leave of absence may return to work at the expiration of such leave, provided a vacancy exists  
30 for which he/she is qualified. If not, he/she shall be deemed to be laid off as of the expiration  
31 date of the personal leave and shall be the next person recalled.  
32

33 B. Employees capable of returning to work and performing the essential functions of  
34 their job at or before the expiration of their personal leave shall duly notify the Employer of  
35 same and, as may be required for personal leaves in connection with employees with a serious  
36 health condition or pregnancy disability, shall also provide the requisite medical release forms  
37 and information specified in Article 24 (Medical Examinations, Doctors’ Notes, Releases and  
38 Reasonable Accommodations) of this Agreement.  
39

40 C. Employees not capable of returning to work and performing the essential  
41 functions of their job at the expiration of their personal leave shall be terminated, unless

1 additional unpaid leave is required as a reasonable accommodation to a qualified employee with  
2 a disability pursuant to the ADA or by virtue of any State statute that provides greater rights than  
3 those set forth herein or promulgated by the ADA, or such absence (not to exceed the six month  
4 limitation set forth in Paragraph A. above) otherwise is expressly excused and extended by the  
5 Employer.  
6

7 D. In the event the personal leave is for thirty (30) or less calendar days, the  
8 Employer shall continue to provide Group Health Medical and Dental Insurance on the same  
9 basis as it did prior to the commencement of the leave and the employee shall continue to be  
10 required to pay his/her share of the premium cost applicable to such time period. If, however,  
11 the personal leave is for a period of time in excess of thirty (30) calendar days, the full cost of  
12 maintaining Group Health Medical and Dental Insurance shall be borne solely by the employee.  
13

14 E. Unless otherwise expressly provided herein, employees on personal leave shall  
15 not be entitled to any of the fringe benefits set forth in this Agreement and shall not accrue  
16 seniority for the duration of such leave.  
17  
18

19 **ARTICLE 24**  
20 **MEDICAL EXAMINATIONS, DOCTORS' NOTES,**  
21 **RELEASES AND REASONABLE ACCOMMODATIONS**

22  
23 **A. Circumstances Under Which Medical Examinations Of Unit Personnel May**  
24 **be Required.**  
25

26 Medical examinations of unit personnel by physicians or other health professional  
27 personnel (i.e., psychologist, rehabilitation counselor, occupational or physical therapist, etc.) of  
28 their own choosing and/or, at the Employer's option, by physicians or other health professional  
29 personnel selected by the Employer (such Employer option shall not be available in California  
30 for employees requesting leave due to pregnancy under the PDA), may be required in the  
31 following circumstances:  
32

33 1. (a) On-the-job or off-the-job injury or illness arguably resulting in or possibly  
34 caused by a physical or mental, functional limitation which reasonably prevents, impairs or  
35 impedes the affected employee's performance of essential job functions within the purview and  
36 coverage of the ADA;  
37

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

1  
2 (c) Pregnancy, childbirth or related medical conditions under Section 12945  
3 of the PDA;

4  
5 2. Prior to the return to work from an injury or illness covered in A.I. above;

6  
7 3. Repeated and/or frequent difficulty or inability of a unit employee to perform  
8 his/her assigned job functions effectively or safely;

9  
10 4. Employee request for an accommodation on the basis of an asserted disability  
11 under the ADA or 'for a disability in connection with pregnancy, childbirth or related medical  
12 condition under Section 12945 of the PDA;

13  
14 5. Compliance with applicable Federal or State laws;

15  
16 6. Any other circumstances permitted by the ADA or the State of California; and/or

17  
18 7. Where an absence for which sick leave is claimed appears related to a pattern of  
19 suspected abuse or excessive absenteeism and the Employer has counseled the employee  
20 regarding such issues. In such case, the Employer may request medical certification of the  
21 employee's inability to work.

22  
23 **B. Circumstances Under Which Medical Examinations Of An Employee's**  
24 **Parent, Spouse Or Child May be Required.**

25  
26 In all cases in which an employee seeks leave to care for the employee's parent, spouse  
27 or child with a serious health condition , the Employer may require that the leave request be  
28 supported by a medical certification issued by the health care provider of the individual (i.e.,  
29 parent, spouse or child) requiring care.

30  
31 **C. Payment Of Medical Examinations.**

32  
33 1. The cost of medical examinations undertaken by the employee at his/her  
34 own volition shall be borne solely by the employee.

35  
36 2. If, however, the Employer requires an employee to participate in a medical  
37 examination conducted by a physician selected by the Employer (i.e., other than the employee's  
38 customary physician), the cost of such medical examination shall be borne by the Employer.

39  
40 3. The cost of medical examinations in which an employee is required to  
41 participate by the Employer under A.I(a)(c), 2. 4, 5 and 6, and/or in which an employee's parent,  
42 spouse or child is required to participate under B. above, and which are performed by a physician  
43 selected by the employee, shall be borne solely by the employee.

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

5           5.       The cost of required medical examinations under A(3) shall be borne  
6 solely by the Employer.  
7

8           **D.       Content Of Medical Information Obtained From Medical Examinations**  
9           **Properly Reportable To The Employer.**

10  
11           1.       In connection with all injuries and/or illnesses under Paragraph A.1. (a), 3,  
12 4, 5 and 6 above for which an employee is examined by a physician or other health professional  
13 personnel, excluding pregnancy, childbirth or related medical conditions under Section 12945 of  
14 the PDA, the Employer shall receive detailed medical information, as may be applicable to such  
15 employee, regarding only the following:  
16

17           (a)       the affected employee's functional limitations and abilities and the effect  
18 thereof on his/her performance of essential job functions with or without a reasonable  
19 accommodation and without posing a direct threat to himself/herself or others;  
20

21           (b)       the need for an accommodation;  
22

23           (c)       the projected or expected duration of the employee's absence from work  
24 due to the injury or illness;  
25

26           (d)       sufficient medical information regarding the nature of the affected  
27 employee's physical or mental, functional limitations to determine if such limitations constitute a  
28 disability within the purview of ADA.  
29

30           2.       (a) In all cases arising under Paragraph A.1. (b) (serious health condition of  
31 employee under FRA, excluding pregnancy disability) above, the Employer shall receive a  
32 certification from the health care provider of the eligible employee pursuant to Section  
33 12945.2(K)(1) of the FRA, which shall provide:  
34

35           (1)       the date on which the serious health condition commenced;  
36

37           (2)       the probable duration of the condition;  
38

39                       -and-

40  
41           (3)       a statement that, due to the serious health condition, the employee  
42 is unable to perform the functions of his/her position.  
43

1 (b) Following the submission of the initial medical certification, the Employer  
2 may require the employee to obtain and provide subsequent recertifications regarding the  
3 employee's serious health condition, as aforesaid, on a reasonable basis.  
4

5 (c) As provided in Section 12945. 2(K)(3) of the FRA, in any case in which  
6 the Employer has reason to doubt the validity of the certification provided by the employee, the  
7 Employer may require at its own expense that the eligible employee obtain the opinion of a  
8 second health care provider designated or approved by the Employer. In the event the opinion of  
9 the second health care provider differs from the original certification, the Employer may require,  
10 at its own expense, that the employee obtain the opinion of a third health care provider  
11 designated or approved jointly by the Employer and employee. The opinion of the third health  
12 care provider shall be considered to be final and binding.  
13

14 3. In all cases arising under A.1. (c) (pregnancy disability under PDA), an employee  
15 so affected by pregnancy, childbirth or related medical conditions, may be required by the  
16 Employer to provide written verification from her physician or other licensed health care  
17 practitioner that she is or will be disabled by pregnancy, childbirth or related medical conditions.  
18 Moreover, the Employer may require a written verification from the employee's physician or  
19 other licensed health care practitioner that her pregnancy disability has ceased before the  
20 employee returns to work. (In accordance with interpretive regulations issued by the California  
21 Fair Employment and Housing Commission, the Employer shall accept the certification and  
22 deem it valid).  
23

24 4. For all medical releases under Paragraph A.2. above, the release shall certify the  
25 conditions, restrictions and/or limitations, if any, under which the employee is released to work  
26 and, as needed, shall also state the medical information set forth in Paragraph D.1.(a), (b) and  
27 (d).  
28

29 5. (a) In all cases arising under Paragraph B. (serious health condition of employee s  
30 parent, spouse or child) above, the Employer shall receive a certification from the health care  
31 provider of the individual requiring care (i.e., the parent, spouse or child) pursuant to Section  
32 12945(3)(1) of the FRA, which shall provide:  
33

34 (1) the date on which the serious health condition commenced;

35 (2) the probable duration of the condition;

36 (3) an estimate of the amount of time that the health care provider  
37 believes the employee needs to care for the individual requiring the  
38 care;  
39  
40

41 -and-  
42  
43

1 (4) a statement that the serious health condition warrants the  
2 participation of the employee to provide care during a period of  
3 treatment or supervision of the individual requiring care.  
4

5 (b) If additional leave is requested following the expiration of the time  
6 estimated by the health care provider in Paragraph 5(a)(3) above, the Employer may require the  
7 employee to obtain and provide a subsequent recertification, as aforesaid. (Pursuant to the FRA,  
8 however, second or third etc. medical opinions may not be required even though the Employer  
9 may have reason to doubt the validity of the initial certification.)  
10

11 **E. Confidentiality Of Medical Information And Records.**  
12

13 Pursuant to the ADA, all information obtained by the Employer regarding the medical  
14 condition or history of an employee shall be collected and maintained on separate forms and in  
15 separate medical files and shall be treated as a confidential medical record, except that  
16 supervisors and management personnel may be informed regarding necessary restrictions on the  
17 work or duties of an employee and necessary accommodations.  
18

19 **F. Reasonable Accommodation And/Or Light Duty.**  
20

21 1. In all cases where unit employees are qualified individuals with a disability within  
22 the purview of the ADA, they shall be provided with reasonable accommodations in accordance  
23 with the rules, regulations and statutory requirements of the ADA and the following contractual  
24 conditions:  
25

26 (a) The Union shall be given the opportunity to be present at all meetings  
27 between management and employees at which there will be discussions regarding reasonable  
28 accommodations for a qualified individual with a disability, where such reasonable  
29 accommodations under consideration either effect a material, substantial or significant change in  
30 working conditions or otherwise are inconsistent or in conflict with the express provisions of the  
31 Collective Bargaining Agreement.  
32

33 (b) Where more than one (1) reasonable accommodation exists, at least one of  
34 which neither effects a material, substantial or significant change in working conditions nor is  
35 inconsistent with the Agreement but the others do, the reasonable accommodation to be selected  
36 in all cases shall be the one which does not modify a substantial term of employment or the  
37 provisions of the Agreement.  
38

39 (c) If, however, only one (1) reasonable accommodation exists and such  
40 accommodation effects a material, substantial or significant change in working conditions or is  
41 inconsistent or in conflict with the provisions of this Agreement, the Employer shall so notify the  
42 Union and afford it the opportunity to engage in good faith negotiations regarding the need to  
43 modify such conditions or provision(s) of the Agreement as it applies to a disabled employee(s).

1 Any agreement reached shall be reduced to writing in a side letter which shall become an  
2 appendix to this Agreement and be incorporated by reference herein. Said side letters shall  
3 delineate the modification and the individual(s) or group to which it applies. Should the  
4 bargaining process result in a disagreement between the parties over what, if any, modification is  
5 necessary to provide a reasonable accommodation under the ADA, either may submit the dispute  
6 to binding special interest arbitration pursuant to Article 8 of this Agreement.  
7

8 2. In all cases of employee illnesses and/or injuries, which are outside the scope and  
9 coverage of the ADA but which either constitute a “serious health condition” under the Section  
10 12945.2 of the FRA as well as the FMLA, or constitute a disability due to pregnancy, childbirth  
11 and related medical conditions under Section 12945 of the PDA, necessary accommodations for  
12 intermittent leave and/or for a reduced leave schedule shall be made in accordance with such act.  
13 Moreover, insofar as may be applicable, such individuals shall be entitled to the benefits of sub-  
14 paragraph 4 below.  
15

16 3. In the State of California, employees affected by pregnancy, childbirth and related  
17 medical conditions under Section 12945 of the PDA shall be entitled to be employed in their  
18 current job classification as long as they remain capable of performing the essential functions of  
19 such job without undue risk to themselves or others. Moreover, they may avail themselves of the  
20 “light duty” rights set forth in sub-paragraph 4 below.  
21

22 4. In all cases of employee illnesses or injuries outside the scope and coverage of the  
23 ADA, employees shall continue to be employed and work in the same capacity as they did  
24 immediately prior to their illness or injury, provided they remain capable of performing the job  
25 duties and functions of such job effectively and efficiently. If not, they shall nevertheless be  
26 provided, insofar as may reasonably be practicable, with available “light” work duties in the  
27 same or different classification which he/she is qualified to perform. In such circumstances, the  
28 employee will be paid at the rate of the classification in which he/she is temporarily performing  
29 light duties as aforesaid, provided such rate does not exceed his/her prevailing hourly rate of pay.  
30

31 5. In all cases covered under this Paragraph F, the Employer may, but shall not be  
32 required to, offer employees opportunities to work in non-unit positions. The Employer may  
33 participate in pilot or trial programs with the State regarding modified duty positions, as long as  
34 such programs are not in conflict with this Agreement.  
35

36 **ARTICLE 25**  
37 **MILITARY LEAVE OF ABSENCE**

38 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
39 SHALL BE VOID AFTER THAT DATE.  
40

1 Employees enlisting or entering the military service or training in any subdivision of the  
2 Armed Forces of the United States will be granted all rights and privileges provided by the  
3 Uniformed Services Employment and Reemployment Rights Act of 1994, and any regulations  
4 thereunder. In addition, non-probationary employees in the military reserve and/or the National  
5 Guard who are called to reserve training duty or emergency duty shall be paid the difference  
6 between their regular pay and the amount that they receive as military pay for each regularly  
7 scheduled work day on which they are required to perform reserve military training duty or  
8 emergency duty, not to exceed one hundred twenty (120) hours.  
9

10 **ARTICLE 26**  
11 **BEREAVEMENT LEAVE OF ABSENCE**

12 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
13 SHALL BE VOID AFTER THAT DATE.  
14

15 A. Non-probationary employees shall be granted up to three (3) days paid leave at  
16 regular straight time rates of pay as compensation for actual work days lost due to the death of a  
17 member of the employee's immediate family, as defined herein. In the event the deceased  
18 member of the immediate family either died or resided outside the State of California and the  
19 bereaved employee is required to travel outside the State in connection with the death, the  
20 bereaved employee shall be granted up to an additional two (2) days of paid bereavement leave.  
21 Additional days off, without pay, may be granted by the Employer as it deems appropriate.  
22 Bereavement leave time must be taken within seven (7) calendar days after the death.  
23

24 B. There shall be no payment of bereavement pay in lieu of the employee actually  
25 taking the aforesaid bereavement leave.  
26

27 C. Immediate family shall consist of an employee's mother, father, spouse, child,  
28 brother, sister, mother-in-law, father-in-law, grandmother, grandfather and/or boyfriend or  
29 girlfriend residing in the employee's residence of record.  
30

31 D. An employee shall not be entitled to bereavement leave if, at the time of death,  
32 the employee is on a contractual holiday, vacation, any other leave, layoff, or otherwise is not  
33 actively at work for the Employer.  
34

35 **ARTICLE 27**  
36 **LEAVE FOR JURY DUTY**

37 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
38 SHALL BE VOID AFTER THAT DATE.



1 in advance. In the event that this Union activity time is exhausted, the Employer will discuss in  
2 good faith with the Union alternatives to address the need for additional time.

3  
4 **C. Absence For Union Leave.**  
5

6 An employee appointed or elected to an officer position with the Union shall be entitled  
7 to an unpaid leave of absence without loss of seniority up to three (3) years, provided the  
8 Employer can release the employee from work for such leave. If such leave is granted, it may be  
9 renewed for a longer period by mutual consent of the Employer and the Union. During the entire  
10 period of such leave, the employee shall not be entitled to any of the fringe benefits or other  
11 leave provisions provided in this Agreement. Upon return to work at the expiration of the leave  
12 or at any earlier date, the employee shall be assigned to the plant location and the classification  
13 previously held prior to the commencement of the leave and shall be paid at the current  
14 contractual rate of such classification.  
15

16 **ARTICLE 29**  
17 **HOLIDAYS**

18 THIS ARTICLE SHALL BE IN EFFECT ONLY THROUGH DECEMBER 31, 2002, AND  
19 SHALL BE VOID AFTER THAT DATE.  
20

21 A. 1. All nonprobationary employees within the unit covered by this Agreement  
22 shall be entitled to the following paid holidays:  
23

24 Memorial Day  
25 July 4th  
26 Labor Day  
27 Thanksgiving Day  
28 Day After Thanksgiving  
29 One-half (1/2) day before Christmas  
30 Christmas Day  
31 One-half (1/2) day before New Year's Day  
32 New Year's Day  
33 Martin Luther King, Jr. Day  
34

35 2. In addition to the foregoing, all employees with one (1) or more years of  
36 seniority shall be entitled to two (2) personal holidays under the following conditions: The  
37 employee desiring to take his/her personal holiday shall provide the Employer with at least ten  
38 (10) work days advance notification of the desired day off. The Employer shall reasonably  
39 attempt to accommodate the employee's request, operational conditions permitting. In the  
40 absence of management approval, there shall not be more than one (1) employee within a  
41 department of a system covered by this Agreement on a personal holiday at any given time.

1  
2           3.       Moreover, any and all holidays in addition to those listed above which  
3 may be provided to management personnel, and/or to non-unit employees in the systems covered  
4 by this Agreement by the Employer shall be extended automatically to employees covered by  
5 this Agreement.  
6

7           B.       In order to be entitled to holiday pay, an employee must work his/her regularly  
8 scheduled work day immediately preceding the holiday and his/her regularly scheduled work day  
9 immediately following the holiday, unless such absence is excused pursuant to the express  
10 provisions of this Agreement or is otherwise excused by the System Manager. The fact that an  
11 absence qualifies for sick leave does not mean that such absence is excused.  
12

13           C.       1. (a) For employees whose regular work week does not include Saturday as a  
14 regular work day, a contractual holiday falling on such Saturday shall be observed on the  
15 preceding Friday.  
16

17                       (b)       For employees whose regular work week does not include Sunday  
18 as a regular work day, a contractual holiday falling on such Sunday shall be observed on -the  
19 following Monday.  
20

21           2.       (a) For employees whose regular work week includes Saturday as a  
22 regular work day, a contractual holiday falling on such Saturday, at the Employer's option, shall  
23 be observed on such Saturday or on another regular work day within the affected employees'  
24 regular work week. If the latter option is selected, employees shall be provided with an  
25 additional work day off with pay at a time mutually agreed to by the Employer and affected  
26 employees or, in the absence of such agreement, on any work day within the employees' regular  
27 work week in the pay period immediately following the Saturday.  
28

29                       (b)       For employees whose regular work week includes Sunday as a  
30 regular work day, a contractual holiday falling on such Sunday, at the Employer's option, shall  
31 be observed on such Sunday or on another regular work day within the affected employees'  
32 regular work week. If the latter option is selected, employees shall be provided with an  
33 additional work day off with pay at a time mutually agreed to by the Employer and affected  
34 employees or, in the absence of such agreement, on any regular work day within the employees'  
35 regular work week in the pay period immediately preceding the Sunday.  
36

37           3.       In the event a contractual holiday is observed on an employee's regularly  
38 scheduled day off, the employee shall be provided with an additional work day off with pay to be  
39 taken at a time mutually agreed to by the Employer and the affected employees or, in the absence  
40 of such agreement, on any regular work day within the employees' regular work week in the pay  
41 period in which the contractual holiday is observed or in the very next pay period.  
42



1 (a) Less Than Five Years Employment – A full-time employee  
2 with less than five (5) years (i.e., 60 months) of continuous active service shall accrue vacation  
3 at the rate of 3.08 hours per pay period, up to a maximum of 80 hours per year. A part-time  
4 employee with less than five (5) years of continuous active service shall accrue vacation at the  
5 rate of .0385 times the number of regularly scheduled hours, up to a maximum of forty (40)  
6 hours per year.

7  
8 (b) Five Years But Less Than Ten Years of Employment - A  
9 full-time employee with at least five (5) years (i.e., 60 months) but less than ten (10) years (i.e.,  
10 120 months) of continuous active service shall accrue vacation at the rate of 4.616 hours per pay  
11 period, up to maximum of 120 hours per year. A part-time employee with at least five (5) years  
12 of continuous active service but less than ten (10) years shall accrue vacation at the rate of .0577  
13 times the number of regularly scheduled hours, up to a maximum of sixty (60) hours per year.

14  
15 (c) Ten Years or More of Employment - A full-time employee  
16 with at least ten (10) years (i.e., 120 months) or more of continuous active service shall accrue  
17 vacation at the rate of 6.152 hours per pay period, up to a maximum of 160 hours per year. A  
18 part-time employee with at least ten (10) years of continuous active service shall accrue vacation  
19 at the rate of .0759 times the number of regularly scheduled hours, up to a maximum of eighty  
20 (80) hours per year.

21  
22 For the purposes of this Article, paid time off resulting solely from contractual sick or  
23 extended sick leave, vacations, holidays, jury duty, bereavement or military leave shall be  
24 deemed time worked for the calculation of vacation entitlement. “Scheduled hours” do not  
25 include overtime, stand-by or hours an employee is not regularly scheduled to work.

26  
27 (2) Vacation Accrual Period.

28  
29 Vacation shall be calculated on a calendar year basis. Vacation hours do not accrue  
30 during periods of unpaid leave.

31  
32 (3) Maximum Balance

33  
34 The Employer encourages all employees to take all of their vacation on an annual basis.  
35 If an employee does not use all accrued vacation by December 31, the accrued but unused  
36 vacation may be carried over to the next year. However, an employee will not accrue any further  
37 vacation at a time when his/her vacation balance equals the employee’s annual accrual plus 40  
38 hours. Thus, the maximum vacation balances are:

39

<u>Length of Service</u>	<u>Maximum Vacation Balance</u>
Less than 5 years	120 hours
5 years but less than 10 years	160 hours

<u>Length of Service</u>	<u>Maximum Vacation Balance</u>
10 years or more	200 hours

1  
2

1 (4) Use of Vacation  
2

3 No employee may use vacation during their probationary period. Vacation hours must be taken  
4 in 4 hour increments, or longer.  
5  
6

7 B. Vacations shall be scheduled according to bargaining unit seniority within each  
8 department of a system covered by this Agreement. For vacations to occur prior to April,  
9 employees shall request vacation from their supervisor. If too many employees request vacation  
10 for a specified time, the employee with the greater seniority shall be awarded the vacation.  
11 However, once approved, an employee's vacation need not be changed if a more senior  
12 employee subsequently requests the same or overlapping time. For vacations after April,  
13 vacations will be scheduled by the first day of April in each calendar year and approved on a  
14 seniority basis. Once the vacation schedule has been selected on the basis of the above, no  
15 change shall be made in selected vacations unless two (2) workers agree to trade vacations and it  
16 is approved by supervision, or upon the request of an employee to change his or her vacation to a  
17 time that is mutually agreeable and approved by the employee's immediate supervisor.  
18

19 C. Vacation pay shall be at the employee's regular hourly rate of pay and shall be  
20 paid in full on the last day worked by an employee prior to his/her vacation, provided an  
21 employee submits a written request therefor to the System Manager at least ten (10) work days  
22 prior to the commencement date of the vacation. Split vacations shall be voluntary and may be  
23 taken in five (5) day sequences, subject to the approval of management.  
24

25 D. There shall be no payments of vacation pay in lieu of the employee actually  
26 taking the vacation to which he/she is entitled.  
27

28 **ARTICLE 31**  
29 **WAGES**

30  
31 **A. Service And Technical Department - - Minimum Wage Rates And Effective**  
32 **Dates.**  
33

34 Service and technical employees shall receive the following minimum hourly wage rates  
35 on the dates set forth herein:  
36  
37

Effective Dates

Classification	3/1/02 (3.75%)	3/1/03 (3.75%)	3/1/04 (3%)
Installer Trainee	\$11.60	\$11.60	\$11.60
Installer	\$14.79	\$15.35	\$15.81
Warehouse Person	\$14.79	\$15.35	\$15.81
Advanced Installer	\$17.09	\$17.73	\$18.26
Service Technician	\$19.60	\$20.33	\$20.94
System Technician	\$21.65	\$22.46	\$23.13
Advanced Technician	\$24.05	\$24.95	25.70
Head-End Technician	\$25.65	\$26.61	\$27.41

**B. Construction Department – Minimum Wage Rates and Effective Dates**

Constructor	\$14.79	\$15.35	\$15.81
Construction Tech I	\$19.60	\$20.33	\$20.94
Construction Tech II	\$21.65	\$22.46	\$23.13

**C. Daly City/Pacifica Office Clerical Department --Minimum Wage Rates And Effective Dates.**

Office clerical employees shall receive the following minimum hourly wage rate on the dates set forth herein in accordance with their length of service in the department:

Effective Dates

CSSR I	3/1/02	3/1/03	3/1/04
Start	\$11.75	\$12.20	\$12.56
After 9 Months	\$12.57	\$13.05	\$13.44
CSSR II			
Start	\$14.31	\$14.84	\$15.29
After 12 Months	\$15.02	\$15.59	\$16.05
After 24 Months	\$15.77	\$16.36	\$16.85

Each reference to March 1 shall be deemed to be the first payroll period starting on or after March 1.

1 **ARTICLE 32**  
2 **BENEFITS**

3  
4 A. Bargaining unit employees shall be eligible for the same medical, life insurance,  
5 AD&D, Dependent Life, Long Term Care, Employee Assistance Program, Flexible Spending  
6 Plan, vision, dental benefits, Relocation Policy, and Separation Pay Plan as the non-unit  
7 employees of the Employer in the Bay Area Market, under the same terms, criteria, and  
8 eligibility. Comcast and the Employer shall have the right to add to, delete, or modify such  
9 benefits and policies unilaterally and in its sole discretion, without any obligation to bargain,  
10 provided that such changes are uniformly applied to unit and non-unit employees in the Bay  
11 Area Market in the same classifications.  
12

13 B. During the life of this Agreement, unit personnel shall be eligible to participate in  
14 the Long Term Savings (401(k)) Plan (the "Plan") and the Pension Plan ("Pension Plan") on the  
15 terms and conditions contained in the Plan and on the same terms and conditions as other Bay  
16 Area Market employees of Comcast in the same classifications. Comcast and the Employer shall  
17 have the right to alter, amend, modify or otherwise change the Plan and the Pension Plan  
18 unilaterally and in its sole discretion, without any obligation to bargain, provided that such  
19 changes are uniformly applied to unit and non-unit employees in the Bay Area Market in the  
20 same classifications.  
21

22 C. During the life of this Agreement, unit personnel shall be eligible to participate in  
23 the Stock Purchase Plan ("Stock Purchase Plan") on the terms and conditions contained in the  
24 Stock Purchase Plan and on the same terms and conditions as other Bay Area employees of the  
25 Employer in the same job classifications. Comcast and the Employer shall have the right to add  
26 to, delete, or modify the Stock Purchase Plan in its sole discretion, and without any obligation to  
27 bargain, provided that such changes are uniformly applied to unit and non-unit employees in the  
28 Bay Area Market in the same classifications.  
29

30 D. Effective June 1, 2002 and for the life of this Agreement, unit personnel shall be  
31 eligible for stock option grants by the Employer on the same terms and conditions as other Bay  
32 Area Market employees of the Employer in the same job classifications. Comcast and the  
33 Employer shall have the right to determine unilaterally whether to issue stock option grants, and  
34 the terms and conditions of such grants, without any obligation to bargain, provided that unit  
35 employees are provided the same terms as non-unit employees in the Bay Area Market in the  
36 same classifications.  
37

38 E. Effective January 1, 2002 and for the life of this Agreement, unit personnel shall  
39 be eligible for the Employer's Short Term Incentive Plan on the same terms and conditions as  
40 other Bay Area Market employees of the Employer in the same job classifications. Comcast and  
41 the Employer shall have the right to add to, delete, or modify the Plan unilaterally and in its sole  
42 discretion, without any obligation to bargain, provided that such changes are uniformly applied

1 to unit and non-unit employees in the Bay Area Market in the same classifications. Any  
2 determinations regarding the Plan, including performance management criteria and application,  
3 shall not be subject to the Grievance and Arbitration procedure of this Agreement.  
4

5 **F.** Effective June 1, 2002, and for the life of this Agreement, unit personnel shall be  
6 eligible for the CareerWay Education Assistance Program on the same terms and conditions as  
7 other Bay Area Market employees in the same job classifications. Comcast and the Employer  
8 shall have the right to add to, delete, or modify such programs unilaterally and in its sole  
9 discretion, without any obligation to bargain, provided that such changes are uniformly applied  
10 to unit and non-unit employees in the Bay Area Market in the same classifications.  
11

12 **ARTICLE 33**  
13 **TOOLS AND EQUIPMENT**

14  
15 **A.** The Employer, at its own expense, shall provide new employees with necessary  
16 hand tools and equipment (including hooks and belt and full cover gauntlet gloves for climbing  
17 poles, general work gloves, hard hats and safety glasses as provided in the Employer's Safety  
18 Practices manual) for the performance of their assigned duties upon completion of initial training  
19 or transfer to other departments within the system. Suitable climbing boots shall be worn by  
20 field personnel in accordance with the provisions of the Employer's Safety Practices manual.  
21 The Employer shall provide a payroll deduction plan for employees to facilitate their purchase of  
22 the required boots.  
23

24 **B.** Employees shall sign a receipt for all tools and equipment issued to them and they  
25 shall be responsible for all such tools and equipment, provided they are supplied with a lockable  
26 vehicle and/or other safe and secure place in which to store them. Likewise, employees shall be  
27 responsible either (1) to replace tools and equipment, which have been lost or stolen due to the  
28 employee's gross or wanton negligence, with tools and equipment of equal quality, or (2) to pay  
29 the replacement cost for same. If replacement cost is twenty-five dollars (\$25.00) or less, the  
30 employee shall remit such money in full to the Employer; replacement cost in excess of twenty-  
31 five dollars (\$25.00) shall be deducted from the employee's pay via payroll deduction, if still  
32 employed, or from the employee's final paycheck, if laid off or discharged. In determining gross  
33 negligence, the Employer may consider the value of the item (e.g., the employee shall be  
34 expected to exercise greater vigilance for items of higher value). Such reimbursement may be in  
35 addition to any discipline exercised pursuant to the terms of this Agreement.  
36

37 **C.** All tools which are broken by an employee while he/she is engaged in performing  
38 services for the Employer shall be replaced by the Employer, without cost to the employee,  
39 provided that such tools were not intentionally or maliciously broken by the employee or broken  
40 due to the employee's gross or wanton negligence.  
41

1 D. All tools which have worn out while used solely by the employee in performing  
2 services for the Employer shall be replaced by the Employer, without cost to the employee,  
3 provided the employee turns over such tools to the Employer for inspection.  
4  
5

6 **ARTICLE 34**  
7 **EMPLOYER VEHICLES**

8  
9 A. Employer vehicles shall be assigned to field personnel for use in connection with  
10 the performance of their regular work duties, as the Employer deems necessary. Unless  
11 otherwise directed by the Employer, all vehicles assigned as aforesaid shall be returned and  
12 parked at designated locations at or in close proximity to the system office to which the  
13 employee customarily reports each day. Until January 1, 2003, field personnel hired prior to  
14 February 28, 1982, shall be permitted to use available Employer vehicles for the purpose of daily  
15 travel to and from the employee's residence of record and work, provided they (1) reside within  
16 the system's franchise area or (2) reside within a fifteen (15) car mile radius of the system office  
17 whether or not they live within the franchise area. The Employer may continue in its discretion  
18 to permit employees assigned to standby duties to keep and maintain their assigned vehicle at  
19 their residence of record, after hours, for each day on which they are on standby.  
20

21 B. Employer vehicles shall be used solely and exclusively on Employer related  
22 business in the performance of an employee's assigned work duties or for daily transportation to  
23 and from an employee's residence of record and work as expressly provided in and in  
24 accordance with the provisions of Paragraph A., above. Under no circumstances may an  
25 Employer vehicle be used for personal reasons or personal business without the prior, express  
26 approval of the employee's applicable Director. Vehicles assigned to standby personnel shall  
27 remain parked at the employee's residence of record during the standby assignment and shall not  
28 be used except to drive directly to a trouble call as directed pursuant to Article 18 C.2.  
29

30 C. Standby personnel shall be required to remove all test equipment (i.e., TVs,  
31 meters, TDRs and sweep receivers, etc.) and store same in their residence of record during the  
32 time the vehicle is parked at the residence and not being used to respond to a standby trouble  
33 call. Converters and tools will remain in locked tool bin of truck.  
34

35 **ARTICLE 35**  
36 **UNIFORMS**

37  
38 The Employer may, at its option, provide employees with uniforms to be worn during all  
39 working hours including standby. Such uniforms, if provided, shall be at no cost to the

1 employee. Employees shall be responsible for all uniforms issued to them. Laundering and  
2 normal mending shall be undertaken by the Employer, at no cost to the employees. Ordinary and  
3 necessary rain gear, consisting of rain jacket and if, as circumstances may warrant, rain pants,  
4 shall be provided to employees for the performance of their duties in rain conditions at no cost to  
5 the employee. Employees shall be responsible for replacement of any lost or stolen rain gear and  
6 uniforms, if lost or stolen due to the employee's gross or wanton negligence. Worn out rain gear  
7 will be replaced by the Employer at no cost to the employee.  
8

9 Where uniforms are required, the selection, type, and nature shall be subject to the  
10 Employer's sole discretion. When wearing required uniforms, employees shall not wear any  
11 buttons, insignia, or other emblems not provided by the Employer.  
12

13 The Employer may, at its option, implement reasonable appearance standards.  
14 Employees shall be dressed and ready to commence work at the start time of their scheduled  
15 shift.  
16

17 **ARTICLE 36**  
18 **SAFETY AND HEALTH**

19  
20 A. Inexperienced field employees shall be given training in the performance of their  
21 duties and shall not be assigned to work alone for a period of two (2) weeks. The Employer shall  
22 provide all safety devices required to perform a task safely and immediately repair or replace  
23 such equipment when unsafe. Employees shall not be required to work in the field when their  
24 health and/or safety may be jeopardized, and employees are responsible for bringing such  
25 conditions to the Employer's attention. In order to help provide a safe workplace, employees  
26 shall be responsible for becoming and remaining familiar with the Employer's Safety Manual  
27 and safety policies.  
28

29 B. A safety representative shall be appointed by the Union for each system location,  
30 who shall have the right, while on the job, to inspect potential safety or health problems reported  
31 by employees without loss of pay, provided an appropriate management official is notified prior  
32 to the commencement of such inspection. The safety representative shall have the right to  
33 accompany government inspectors in walkarounds. The safety representative shall meet  
34 monthly on Company time to discuss safety and health matters with the System Manager or  
35 his/her designee (i.e., Safety Officer or Area Manager). The foregoing duties shall be limited to  
36 the plant location in which the safety representative is assigned.  
37

38 C. The Employer and the Union agree to establish a joint committee on health, safety  
39 and training. The committee shall consist of three (3) representatives from the bargaining unit  
40 and three (3) representatives from the Employer, one (1) of whom shall be a District Manager  
41 and the remaining two (2) shall be Area Safety Officers or designees. The committee shall meet

1 no fewer than four (4) times per year during normal working hours. The representatives from the  
2 bargaining unit shall be paid at their regular rate of pay while attending such meetings.  
3

4 D. The parties agree to the principle that employees shall not be required to climb  
5 poles or towers in cases of inclement weather which shall be defined to mean hard driving rain  
6 and/or inordinately high winds. If a bona fide claim is made that such conditions exist, the  
7 affected employee(s) shall not be directed to perform such work until an on-site investigation is  
8 made by an Employer representative and Steward who shall jointly determine if inclement  
9 weather exists. This clause shall not be abused.  
10

11 **ARTICLE 37**  
12 **SHOP STEWARDS**

13  
14 A. 1. The Employer shall recognize and deal with those employees who are  
15 designated as Stewards by the Union. The Union shall notify the Employer, in writing, of the  
16 election, selection and/or change of the designated and/or elected Shop Stewards for each plant  
17 location covered by this Agreement. Each Shop Steward shall be employed at the particular  
18 plant location in which he/she is serving in such capacity.  
19

20 2. Stewards shall endeavor to communicate with unit employees regarding  
21 the investigation or processing of grievances on non-work time and in non-work areas. Should it  
22 become necessary, however, for a Steward to confer with unit employees on work time and/or in  
23 actual work areas of the plant for the aforesaid purposes, the Steward may do so without loss of  
24 pay or time, provided prior approval therefor has been granted by the System Manager or his/her  
25 designee. Permission shall not be withheld unreasonably.  
26

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

31 **ARTICLE 38**  
32 **UNION VISITATION AND BULLETIN BOARD**

33  
34 A. The Union's Representative may visit and have access to the Employer's facilities  
35 and/or other properties covered by this Agreement at reasonable times during regular business  
36 hours for the purpose of investigating employee grievances, attending grievance meetings with  
37 management and/or conferring generally with management officials pertaining to the terms and  
38 conditions of this Agreement.  
39

1 B. If at all reasonably possible, the Union's Representative shall telephone the  
2 Employer's Operations Manager or authorized designee prior to arrival at the Employer's  
3 premises in order to make mutually convenient arrangements for the visit. In any event, upon  
4 arrival at the Employer's premises, the Union's Representative shall announce his/her presence  
5 to the Operations Manager, or authorized designee, and communicate the purpose of the visit.  
6

7 C. During the course of such visit, the Union's Representative shall so conduct  
8 himself/herself as not to interfere with the operations of the office or the work areas of the  
9 Employer's premises.  
10

11 D. The Employer shall provide the Union with a bulletin board at the employees'  
12 regular reporting location for the exclusive use of Local 9415 Union business purposes.  
13  
14

15 **ARTICLE 39**  
16 **SUBSTANCE ABUSE POLICIES AND PROCEDURES**

17  
18 The Substance Abuse Policies and Procedures set forth below shall continue to be  
19 binding on unit employees for the life of this Agreement:  
20

21 **A. Purpose Of Policy.**  
22

23 The purpose of the Employer's Drug and Alcohol Policy is to enhance the health  
24 and safety of each employee, his or her co-workers and that of our customers and the public at  
25 large, and to promote productivity. The Employer will attempt to deter alcohol and drug abuse  
26 by:  
27

- 28 1. Prevention through education;
- 29 2. Detection through testing;
- 30 3. Disciplinary action when appropriate;
- 31 4. Assistance when appropriate; and
- 32 5. Rehabilitation when appropriate.  
33  
34  
35  
36  
37

38 **B. Prohibited Activities.**  
39

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

- 1
- 2
- 3 1. Being under the influence of alcohol, an intoxicant, a legal drug (an over-
- 4 the-counter or a prescribed medication) or an illegal drug or narcotic;
- 5
- 6 2. Having, possessing, selling, giving or circulating drugs or sources of
- 7 drugs, intoxicants, illegal drugs or narcotics to other employees or to
- 8 anyone else;
- 9
- 10 3. Using or possessing alcohol without authorization; or
- 11
- 12 4. Having illegal drugs or their metabolites in their system.

13 “Legal or illegal drug” or “drugs” includes, but is not limited to, any of the  
14 following substances: Marijuana; Cocaine; Opiates; Phencyclidine (PCP); Amphetamines; and  
15 Hallucinogens. The Employer’s drug tests check for the first five drugs.  
16

### 17 **C. Testing Occasions.**

18  
19 All prospective employees (No. 1) or current employees (Nos. 2-4) will be tested  
20 for alcohol and/or drugs in the following circumstances:  
21

#### 22 1. Pre-Employment.

23  
24 All applicants who have been extended a formal offer of full-time or part-  
25 time employment will be required to submit a urine specimen for analysis. Any applicant who  
26 has a confirmed positive, or has, or engages in any activity listed under Discipline, will have the  
27 offer of employment withdrawn.  
28

#### 29 2. For Cause.

30  
31 In the event objective evidence exists which leads a supervisor to form a  
32 reasonable belief that an employee is exhibiting erratic, irrational or unsafe behavior, slurred  
33 speech, or the employee appears confused or shows marked personality changes or signs of  
34 paranoia, the Employer may require the affected employee to submit to a complete medical  
35 examination, including but not limited to urine and/or blood analyses by a physician or duly  
36 accredited medical facility or laboratory, to determine if the employee is using, under the  
37 influence of or otherwise is impaired by drugs or alcohol.  
38

#### 39 3. Post Accident.

40  
41 Any employee who is involved in an incident’ in which injury to self or injury to  
42 another (an “OSHA reportable event”), or a vehicular accident (in an occupied or moving  
43 vehicle) shall be tested for drug abuse using the general drugtesting procedures and may be

1 tested for alcohol impairment or intoxication, utilizing a blood-alcohol test. The vehicular  
2 portion of this policy shall apply to vehicular accidents which occur during the use of an  
3 Employer vehicle at any time, or a personal vehicle or a rental vehicle used on Employer  
4 business. This policy shall be suspended on a case-by-case basis for vehicle accidents, if: (a) in  
5 the supervisor's written opinion (after consideration of the facts available to him at the time), the  
6 accident is immediately and beyond a shadow of a doubt determined to be non-preventable or  
7 unavoidable (and, for the purpose of post accident testing, rear-end accidents are not  
8 automatically presumed to be "unavoidable" or "non-preventable") or, (b) if the cost of testing,  
9 on balance, exceeds the value of the damage to the vehicle. A drug test shall be used, a blood  
10 test may also be used.

11  
12 4. Confirmation Testing Following  
13 Rehabilitation.  
14

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

19  
20 **D. Discipline.**  
21

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

29  
30 Further, any employee who fails to report to a designated collection site, refuses to  
31 provide a specimen at the collection site, intentionally fails to provide a sufficient quantity of  
32 urine (at least 60 milliliters), or tampers, adulterates or substitutes urine samples will be  
33 terminated.  
34

35 **E. Appeal.**  
36

37 An employee who believes his or her test results are erroneous may appeal. An  
38 employee, after receiving a confirmed positive test result, may elect to have the original sample  
39 re-tested. The only issue that may be considered in the appeal is whether the test results are  
40 erroneous. Should the retest confirm the initial positive test results, the cost of the re-test shall  
41 be borne solely by the employee. If, however, the re-test establishes that the initial positive test  
42 results were erroneous, the Employer will reimburse the employee for the full cost of the appeal.  
43

1           **F.     Drug-Free Workplace Act.**  
2

3           As required by the Drug-Free Workplace Act of 1989, any employee convicted of a  
4 criminal drug statute because of a work-related incident must notify his or her supervisor of that  
5 conviction no later than five (5) days after such conviction, provided he or she is still employed  
6 by the Employer at that time. Supervisors shall immediately notify the Division Drug Testing  
7 Administrator of any reported conviction.  
8

9           **G.     Testing Method.**  
10

11           All samples tested will first be screened using an EMIT test or its equivalent. If, on the  
12 initial screening, the sample tests positive, it will be verified using gas chromatography/mass  
13 spectrometry (CC/MS) or its equivalent. A drug test shall be considered positive in accordance  
14 with the regulations of the National Institute on Drug Abuse. A blood alcohol test shall be  
15 considered positive if the blood-alcohol level equals or exceeds the percentage established by the  
16 law of the State of California.  
17

18           **H.     Availability Of Test Results.**  
19

20           Any person who has been tested may obtain, by written request to his or her Division's  
21 Drug Testing Administrator, a copy of all records maintained of that person's positive  
22 confirmatory test results and may submit written information explaining any such results.  
23

24           **I.     Confidentiality.**  
25

26           Test results will be kept confidential and will only be released to a Medical Review  
27 Officer, to those employees of the Employer with a reasonable business need to know, as  
28 required by a Court of Law, or is authorized by the applicant .  
29

30   **ARTICLE 40**  
31   **LEAD PERSONS**

32  
33           The Employer may designate an employee as a lead person to provide assistance in  
34 directing the work force in a nonsupervisory capacity, as it deems appropriate. Any employee so  
35 designated shall receive ten percent (10%) above his/her regular straight time hourly rate of pay  
36 for all hours actually worked in such capacity. Such payments shall be added to the employee's  
37 hourly wage rate for the purpose of calculating overtime pay, if any. Under no circumstances,  
38 however, shall lead pay as aforesaid be included or be computed in the fringe benefits (i.e.,  
39 vacations, holidays, bereavement, jury duty, sick leave or other paid leaves) provided under this  
40 Agreement. Qualifications and seniority shall be considered when selecting a lead person.  
41 However, management retains the right to make the final selection for the lead person position.

1 Any disagreements between the parties regarding the foregoing shall be subject to the Grievance  
2 Procedure but may not be submitted to arbitration.  
3

4 **ARTICLE 41**  
5 **VOLUNTARY EMPLOYER PROVIDED BENEFITS**

6  
7 A. Any voluntary benefits which are now in effect, or may in the future be put into  
8 effect, shall only be continued at the option of the Employer, and any discontinuance thereof  
9 shall not constitute a violation of this Agreement. Voluntary benefits shall include, by way of  
10 example and shall in no event be limited to, incentive subscriber growth bonuses or rewards,  
11 sales bonuses and/or sales commission payments, employee performance or production standards  
12 bonuses, attendance bonuses, equipment return and retention bonuses and Employer sponsored  
13 social events and activities.  
14

15 **B. Discounted Services.**

16  
17 Bargaining unit employees shall be eligible for the same discounts on the Employer's  
18 services as offered to non-unit employees in the Bay Area Market.  
19

20 **ARTICLE 42**  
21 **MEAL ALLOWANCE**

22  
23 Full-time employees required to work three (3) or more hours contiguous with their  
24 regular eight (8) or ten (10) hour shift, as the case may be, shall be entitled to a meal allowance  
25 in the sum of up to ten dollars (\$10.00). Under no circumstances shall a meal allowance be paid  
26 to any employee who elects not to consume a meal or who does not present a written receipt for  
27 the purchase of the meal. Time spent in consuming a meal shall not be deemed time worked for  
28 overtime calculation purposes.  
29

30 **ARTICLE 43**  
31 **SEPARABILITY**

32  
33 In the event that any provision of this Agreement shall, at any time, be declared invalid  
34 by final adjudication of a State or Federal court or by legislative enactment, neither such decision  
35 nor legislative enactment shall invalidate the entire Agreement. All other provisions not  
36 declared invalid, shall remain in full force and effect. In the event that any Federal or State  
37 statute, enacted subsequent to the effective date of this Agreement, shall have the effect of  
38 invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for

1 the purpose of negotiating with respect to the matters covered by this provision which may have  
2 been so declared invalid or void.  
3

4 **ARTICLE 44**  
5 **SCOPE OF BARGAINING**

6  
7 Except as otherwise specifically provided herein or in a duly executed written side letter  
8 of agreement, this Agreement fully and completely incorporates the understanding of the parties  
9 hereto and constitutes the sole and entire Agreement between the parties on any and all matters  
10 subject to collective bargaining. Neither party shall, during the term of this Agreement demand  
11 any changes therein nor shall either party be required to bargain with respect to any such matter  
12 not specifically provided for herein. Without limiting the generality of the above, both parties  
13 waive any right to demand of the other any negotiating, bargaining, or change during the life of  
14 this Agreement with respect to health and welfare, or insurance plans, or respecting any question  
15 of wages, hours, or any other terms or conditions of employment, provided that nothing herein  
16 shall prohibit the parties from changing the terms of this Contract by mutual agreement. If this  
17 Agreement is modified by such mutual agreement, the modification shall be reduced to writing  
18 and included herein and attached hereto as an addendum to the Agreement.  
19

20 **ARTICLE 45**  
21 **TRAINING**

22  
23 A. The Employer shall continue to provide a formal training program for its  
24 employees within the Service and Technical Department who either (1) are required to advance  
25 to the next highest classification (i.e., trainee to installer) or (2) are not so required but who  
26 otherwise are desirous of being promoted to higher job classifications. The training shall consist  
27 of course work, on-the-job training/practical training, a written test, and a practical test regarding  
28 the necessary skills of the classification. All elements of the training that are required for  
29 promotion to the next higher job classification shall be held on Company time and employees  
30 shall be compensated at their appropriate rate of pay for all such hours.  
31

32 B. The Employer agrees to provide all employees participating in the program all  
33 non-NCTI books and related study materials at no cost to the employee. Employees shall not be  
34 required to purchase at their personal expense any equipment for the purposes of the program.  
35

36 C. Training functions may be carried out by either supervisory personnel, designated  
37 experienced bargaining unit employees, or other persons designated by the Employer. All unit  
38 employees who train or instruct other employees as part of the training program in a classroom  
39 environment, shall receive the lead person ten percent (10%) differential for all hours engaged in

1 such capacity. Likewise, all field on-the-job training conducted by designated unit personnel,  
2 which the Employer uses in conjunction with the CAP program, shall be subject to the ten  
3 percent (10%) differential.  
4

5 D. The Employer will continue to train employees within classifications in the  
6 knowledge necessary to the performance of their jobs.  
7

8 E. At least once each quarter, the Employer shall post at each system location the  
9 training opportunities available. A duplicate copy thereof shall be provided to the Union  
10 steward. The Employer may place reasonable operational limitations on training opportunities.  
11  
12

13 **ARTICLE 46**  
14 **OFFICE CLERICAL TRAINING,**  
15 **WORK ASSIGNMENTS & VACANCIES**

16  
17 A. Cross training of employees within the offices covered by this Agreement shall be  
18 made on a fair and equitable basis.  
19

20 B. Work assignments within the aforesaid offices shall be made on a fair and  
21 impartial basis and on the basis of qualifications and seniority.  
22

23 C. In the event of a new clerical job opening or of a permanent vacancy in an  
24 existing clerical position within the unit, qualified clerical employees in the system in which the  
25 job opening or vacancy occurs, shall be permitted to bid into said opening or vacancy on the  
26 basis of seniority.  
27

28 **ARTICLE 47**  
29 **LABOR-MANAGEMENT FORUM**

30  
31 The Employer and the Union agree to continue to utilize the joint Labor-Management  
32 Forum for the purpose of discussing and resolving issues of concern in the work place.  
33

34 **ARTICLE 48**  
35 **DURATION**

1           A.     Except as otherwise provided herein, this Agreement shall be effective March 1,  
2 2002 and shall, without reopening of any kind, continue in full force and effect to and including  
3 Twelve (12) Midnight February 28, 2005.  
4

5           B.     Either party desiring to modify or change this agreement shall notify the other in  
6 writing at least sixty (60) days prior to the expiration date of this Agreement. Should the parties  
7 fail to reach an agreement on proposed changes by the expiration date, the Agreement shall  
8 terminate unless extended in writing by the mutual consent of the parties hereto.  
9

10           IN WITNESS WHEREOF, each party has caused this Agreement to be executed by their  
11 duly authorized representatives and/or officers on the date set forth below their name.  
12

13 FOR THE COMPANY

FOR THE UNION

14  
15  
16 By: \_\_\_\_\_  
17 \_\_\_\_\_

By \_\_\_\_\_  
Val Afanasiev

18  
19 Title

\_\_\_\_\_  
Title

20  
21 Date: \_\_\_\_\_  
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Date: \_\_\_\_\_  
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25 By \_\_\_\_\_  
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27  
28 Date: \_\_\_\_\_  
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1 APPENDIX "A"

2  
3 STANDARDS OF JOB CLASSIFICATIONS

4  
5 **I. SERVICE AND TECHNICAL DEPARTMENT**

6  
7  
8 **INSTALLER**

9  
10  
11  
12 **JOB SUMMARY:** Perform and learn a variety of duties pertaining to broadband installation in  
13 customers' homes, apartments and commercial properties.

14  
15 **ESSENTIAL FUNCTIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

16  
17 Sells new services to customers and attempts to upgrade existing customers; may be required to  
18 meet sales goals.

19  
20 Makes customer drop installations (exterior and interior) complete from tap to antenna terminals  
21 on customer equipment in both single and multiple unit dwellings, including pre-wired units.

22  
23 Performs new connects, reconnects, requested and non-pay disconnects; adds outlets; installs  
24 and/or removes converters; performs upgrades and downgrades of service. Checks quality  
25 control of installations, connects, reconnects, disconnects, and changes of service.

26  
27 Analyzes picture quality and judges acceptability of picture delivered following installation of  
28 cable service.

29  
30 Climb poles with proper equipment (safety belt, safety strap and climbers), ladders or other  
31 structures as needed. Lifts and carries loads up to 70 pounds; uses bucket truck when required.  
32 Works within limited confines, such as crawl spaces.

33  
34 Manipulates connectors, fasteners and wire and uses hand tools.

35  
36 Drives Company vehicles in performance of job duties.

37  
38 Uses customary broadband hand and power tools and test equipment in performance of job  
39 duties.

40  
41 Completes appropriate paperwork functions as prescribed by system management.

42  
43 Reads signal levels through use of field strength meter; adds and subtracts levels in installation

- 1 problems; installs connectors on different types of drop cable; maintains proper clearances;  
2 installs tap-off devices.
- 3
- 4 Properly uses, stores and maintains a VOM or DMM to check for “open” or “short” on line as  
5 well as AC and DC voltages.
- 6
- 7 Reads general drop system layouts from blueprints.
- 8
- 9 Informs customers of FCC Rules and Company policies as they pertain to customers.
- 10
- 11 Performs other duties such as clean-up and salvage of wrecked out materials; provides general  
12 assistance to other employees as directed.
- 13
- 14 Follows current customer service guidelines.
- 15
- 16 Properly protects Employer equipment, property, and materials against loss, theft or damage.  
17 Maintains all equipment assigned in proper working order including regular calibration, repair,  
18 adjustment, and alignment.
- 19
- 20 Responds to emergency or off-shift call-out in accordance with the provisions of the collective  
21 bargaining agreement.
- 22
- 23 Performs other functions that may be assigned.

24

25 **QUALIFICATIONS**

26

- 27 High school diploma or equivalent. Trade school training.
- 28
- 29 Valid driver’s license; satisfactory driving record.
- 30
- 31 Ability to interpret and correctly fill out various work order forms provided by the Company.
- 32
- 33 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
34 vehicles.
- 35
- 36 Ability to lift and carry loads up to 70 pounds.
- 37
- 38 Ability to interact with customers and co-workers; ability to communicate verbally.
- 39
- 40 Completes all New Hire Technical Training within designated time.
- 41
- 42 Satisfactorily passes written and practical tests prepared by the Employer designed to  
43 demonstrate ability to perform the job.

1  
2 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
3 bucket trucks.

4  
5 The above statements are intended to describe the general nature and level of work being  
6 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
7 responsibilities, duties and skills required of the job.  
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## ADVANCED INSTALLER

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

ESSENTIAL FUNCTIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties of 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 that 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 aerial and underground construction, including all passive and active devices found in distribution lines.

Follows current customer service guidelines.

Properly protects 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.

1 Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance  
2 with the provisions of the collective bargaining agreement.

3  
4 Performs other functions that may be assigned.

5  
6 **QUALIFICATIONS**

7  
8 Service as Installer for at least one year or equivalent previous experience.

9  
10 Satisfactorily passes written and practical tests administered by the employer demonstrating  
11 ability to perform the required skills of the classification.

12  
13  
14  
15  
16 Must make good faith effort to meet sales goals as set by department/system.

17  
18 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
19 vehicles.

20  
21 Ability to lift and carry loads up to 70 pounds.

22  
23 Valid driver's license; satisfactory driving record.

24  
25 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
26 bucket trucks.

27  
28 The above statements are intended to describe the general nature and level of work being  
29 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
30 responsibilities, duties and skills required of the job.

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## 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 INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Performs any and all duties 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 broadband 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 broadband 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 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 broadband system.

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

Manipulates connectors, fasteners and wire and uses hand tools.

1 Follows current customer service guidelines.

2  
3 Properly protects Employer equipment, property, and materials against loss, theft or damage.  
4 Maintains all equipment assigned in proper working order including regular calibration, repair,  
5 adjustment, and alignment.

6  
7 Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance  
8 with the provisions of the collective bargaining agreement.

9  
10 Performs other functions that may be assigned.

11  
12 **QUALIFICATIONS**

13  
14 Service as Advanced Installer for at least six months, or equivalent previous experience.

15  
16  
17  
18 Satisfactorily passes written and practical tests administered by employer to demonstrate ability  
19 to perform the required skills of the classification.

20  
21 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
22 vehicles.

23  
24 Ability to lift and carry loads up to 70 pounds.

25  
26 Valid driver's license; satisfactory driving record.

27  
28 Must comply with OSHA and other safety-related weight requirements for ladders and bucket  
29 trucks.

30  
31 The above statements are intended to describe the general nature and level of work being  
32 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
33 responsibilities, duties and skills required of the job.

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## SYSTEM TECHNICIAN

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

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

Performs any and all duties of 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, CSO, 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 nodes, including optical path forward and return, estimates 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.

Performs system sweeping, alignment, testing, analysis, troubleshooting, status monitoring activation and repair, ingress / egress mitigation, repair and certification, including RF two way, in accordance with Employer Policy.

Prepares estimates for projects, providing bill of materials.

Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance with the provisions of the collective bargaining agreement.

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

3  
4 Assists and effects interface for required revisions to strand and design maps.

5  
6 Climbs poles, ladders, towers and other structures as needed. Lifts and carries loads of up to 70  
7 pounds; uses bucket truck when required.

8  
9 Manipulates connectors, fasteners and wire and uses hand tools.

10  
11 Drives Company vehicles.

12  
13 Follows current customer service guidelines.

14  
15 Properly protects Employer equipment, property, and materials against loss, theft or damage.  
16 Maintains all equipment assigned in proper working order including regular calibration, repair,  
17 adjustment, and alignment.

18  
19 Performs other functions that may be assigned.

## 20 21 QUALIFICATIONS

22  
23 Service as a Service Technician for at least fifteen (15) months.

24  
25  
26  
27 Satisfactorily passes written and practical tests administered by Employer to demonstrate ability  
28 to perform the required skills of the classification.

29  
30 Valid driver's license; satisfactory driving record.

31  
32 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
33 vehicles.

34  
35 Ability to lift and carry loads up to 70 pounds.

36  
37 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
38 bucket trucks.

39  
40 The above statements are intended to describe the general nature and level of work being  
41 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
42 responsibilities, duties and skills required of the job.

## ADVANCED TECHNICIAN

JOB SUMMARY: Responsible for preventative maintenance, troubleshooting, alignment, testing and repair of Broadband forward and reverse 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, HSD, and other communications methods and mediums.

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

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

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

Performs system sweeping, alignment, testing, analysis, troubleshooting, status monitoring activation and repair, ingress / egress mitigation, repair and certification, including RF two-way, in accordance with Employer Policy.

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

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

Sets up and balances nodes, 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.

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 head end and 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.

1  
2 Maintains thorough and current proficiency of FCC and Employer performance specifications,  
3 and can, without supervision, initiate and complete comprehensive testing including (but not  
4 limited to) all FCC or Employer required or recommended tests and measurements.

5  
6 Performs training of Employer personnel as needed.

7  
8 Performs general construction duties, splicing (coaxial, fiber), activation and emergency  
9 restoration of communications facilities.

10  
11 Properly protects Employer equipment, property, and materials against loss, theft or damage.  
12 Maintains all equipment assigned in proper working order including regular calibration, repair,  
13 adjustment, and alignment.

14  
15 Follows current customer service guidelines.

16  
17 Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance  
18 with the provisions of the collective bargaining agreement.

19  
20 Performs other functions that may be assigned.

21  
22 **QUALIFICATIONS**

23  
24  
25 Minimum of twelve months experience as a System Technician.

26  
27  
28 Satisfactorily passes written and practical tests administered by Employer demonstrating ability  
29 to perform the required skills of the classification.

30  
31 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
32 vehicles.

33  
34 Ability to lift and carry loads up to 70 pounds.

35  
36 Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to,  
37 shovels, picks, wrenches, and other general or specialized small hand tools.

38  
39 Ability to safely and regularly perform position requirements at heights greater than 30 feet.

40  
41 Knowledge of National Electrical Codes

42  
43 Valid driver's license; satisfactory driving record.

1  
2 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
3 bucket trucks.

4  
5 The above statements are intended to describe the general nature and level of work being  
6 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
7 responsibilities, duties and skills required of the job.  
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## HEAD END TECHNICIAN

**JOB SUMMARY:** Responsible for maintenance, repair, additions, alterations and general upkeep of primary headends, secondary headends, hub sites and relay sites, 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 broadband services, high speed data and telephony duties as directed by Supervisor.

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

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

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, high speed data 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.

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

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. Insures that the headend and all related equipment are properly maintained within these specifications at all times.

Performs training of Employer personnel as instructed by supervisor.

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

Maintains all equipment assigned in proper working order including regular calibration, repair,

1 adjustment and alignment.

2  
3 Maintains security, including security and alarm systems, of facilities in accordance with  
4 Employer policy.

5  
6 Installs, maintains, repairs or replaces SONET, status monitoring and other headend equipment  
7 as required.

8  
9 Interfaces with vendor personnel, headend technicians, line maintenance technicians, and field  
10 personnel to ensure network reliability.

11  
12 Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance  
13 with the provisions of the collective bargaining agreement.

14  
15 Rebuild/upgrade design of headends.

16  
17 **QUALIFICATIONS:**

18  
19 Must meet all Qualifications for Advanced Technicians, and:

20  
21 Completes all employer designated training programs within specified timeframes.

22  
23 Minimum of 18 months as an Advanced Technician, and continued ability to perform the duties  
24 of an Advanced Technician.

25  
26 Successful completion of digital telephony training (Operational and Maintenance Procedures)  
27 or Employer-designated equivalent which may also include additional diagnostic and status  
28 monitoring modules associated with the deployment of telephony in advanced digital network  
29 systems. Successful completion of high speed data training.

30  
31  
32 Knowledge of applicable National Electrical Codes.

33  
34 Valid driver's license; satisfactory driving record.

35  
36 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
37 bucket trucks.

38  
39 The above statements are intended to describe the general nature and level of work being  
40 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
41 responsibilities, duties, and skills required of the job.

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## WAREHOUSEPERSON

JOB SUMMARY: Performs those duties relating to the storage and retrieval of broadband supplies and equipment.

ESSENTIAL FUNCTIONS 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 pounds.

Maintains all required record keeping for converter control and other purposes.

Updates billing system.

Maintains inventory reports.

Re-orders inventory and other necessities in a timely manner.

Follows current customer service guidelines.

Performs other duties that may be assigned.

QUALIFICATIONS:

High school diploma or equivalent.

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

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

Valid driver's license; satisfactory driving record.

Ability to lift and carry loads up to 70 pounds, operate a computer and obtain certification for operation of a forklift.

- 1 Must comply with OSHA and other safety-related weight limit requirements for ladders.
- 2 Completes all New Hire Warehouse training within specified timeframes.
- 3 The above statements are intended to describe the general nature and level of work being
- 4 performed by people assigned to this job. They are not intended to be an exhaustive list of all
- 5 responsibilities, duties, and skills required of the job.
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**II. CONSTRUCTION DEPARTMENT**

**CONSTRUCTOR**

**JOB SUMMARY**

Performs work related to the construction of broadband plant as well as its repair and maintenance.

**ESSENTIAL FUNCTIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING**

- Digs trenches and fills ditches; buries conduit and 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 vaults, pedestals and other equipment housings.
- Clears conduits or ducts that may be clogged or otherwise damaged.
- Assists other employees in the performance of their duties.
- Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance with the provisions of the collective bargaining agreement.
- Lifts and carries loads up to 70 pounds; climbs poles or other structures as required.
- Manipulates connectors, fasteners and wire and uses hand tools.

**QUALIFICATIONS**

- High school diploma or equivalent, with basic knowledge and aptitude in electronics.
- Knowledge of all construction tools and equipment including: bucket trucks, lasher, blocks, pulling grips, strand/cable trailers, cable layers, hoists, bolt cutters, lay-up sticks and hand lines.

- 1 Valid applicable driver's license; satisfactory driving record.  
2  
3 Completes all New Hire training with specified timeframes.  
4  
5 Satisfactorily passes written and practical tests administered by Employer to demonstrate ability  
6 to perform the required skills of the job.  
7  
8 Ability to lift and carry loads up to 70 pounds.  
9  
10 Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to,  
11 shovels, picks, wrenches, and other general or specialized small hand tools.  
12  
13 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
14 bucket trucks.  
15  
16 Ability to understand GO95 and GO128.  
17  
18 The above statements are intended to describe the general nature and level of work being  
19 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
20 responsibilities, duties and skills required of the job.  
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## CONSTRUCTION TECHNICIAN I

JOB SUMMARY: Performs underground and/or aerial construction of coaxial and fiber optic plant, including its repair and maintenance.

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

- Performs all duties and requirements of Constructor position.
- Performs make ready work in preparation for new aerial plant construction.
- Has familiarity with, understands, and is able to construct plant following GO95 and GO128 guidelines and specifications with regard for pole-line and underground utility construction.
- 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 including conduit, vault and pedestal installation and/or direct buried.
- Installs express distribution line passive and active devices, both new and rebuilt systems, including power supplies (30-90V); amplifiers; hybrid splitters; directional couplers; power combiners; and taps.
- Installs vaults, pedestals, boxes or equipment used to house broadband equipment.
- Proficiently installs strand, guys, cross arms, and support hardware, lashes coaxial and fiber optic cable, delashes and relashes cable, pulls and splices cable.
- Installs distribution and trunk line conduit.
- Locates existing underground cables. Reads and understands all pertinent blueprints and maps, including coaxial plant design. Uses cable fault locator.
- Transfers coaxial and fiber plant from pole to pole, including related plant facilities and service drops.

- 1 Places ground rods or wires which serve as ground for  
2 future installation of subscriber service drops and distribution systems.  
3  
4 Calculates signal losses of all cable lines and devices. Uses signal level and VOM meters; reads  
5 and understands all plant blueprints, draws minor  
6 blueprints, including main trunk lines. Marks maps for “as build” documentation.  
7  
8 Prewires and postwires single and multiple unit dwellings.  
9  
10 Performs duties of an Installer as needed.  
11  
12 Uses construction equipment, including, but not limited to, trenchers,  
13 compressors, jackhammers, boring equipment, cable plow and concrete saw.  
14  
15 Climbs poles, ladders, towers and other structures as needed. Lifts and  
16 carries loads up to 70 pounds; uses bucket truck when required.  
17  
18 Manipulates connectors, fasteners and wire and uses hand tools.  
19  
20 Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance  
21 with the provisions of the collective bargaining agreement.  
22  
23

24 **QUALIFICATIONS:**

- 25  
26 High school diploma or equivalent, basic knowledge of and aptitude in  
27 electronics.  
28  
29 Prior experience in pole climbing techniques and knowledge of safety  
30 standards. Ability to safely climb and descend portable ladders, towers or other structures;  
31 operate aerial lift vehicles.  
32  
33 Valid driver’s license; satisfactory driving record.  
34  
35 A minimum of six months service as Advanced Installer or one year as a Constructor.  
36  
37 Satisfactorily passes written and practical tests administered by Employer to demonstrate ability  
38 to perform the required skills of the job.  
39  
40 Ability to lift and carry loads up to 70 pounds.  
41  
42 Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to,  
43 shovels, picks, wrenches, and other general or specialized small hand tools.

1  
2 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
3 bucket trucks.

4  
5 Knowledge of all construction tools and equipment including: bucket trucks, lasher, blocks,  
6 pulling grips, strand/cable trailers, cable layers, hoists, bolt cutters, lay-up sticks and hand lines.

7  
8 The above statements are intended to describe the general nature and level of work being  
9 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
10 responsibilities, duties and skills required of the job.

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## CONSTRUCTION TECHNICIAN II

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

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

Performs all duties of the Constructor and Construction Technician I positions; knowledgeable of all duties and responsibilities of Service Technician.

Has familiarity with, understands, and is able to construct plant following GO95 and GO128 guidelines and specifications with regard for pole-line and underground utility construction.

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 node module.

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

Activates and troubleshoots newly-built plant including rough balance, sweep, ingress monitoring and repair, reverse set-up, CLI testing, and all appropriate documentation.

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

Installs or replaces power supplies, including preparation to power utility line.

Participates in regularly scheduled standby duty as required, and off-shift callouts in accordance with the provisions of the collective bargaining agreement.

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

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

- 1 Perform duties of a System Technician as required.  
2  
3 Performs the following jobs in accordance with company policy:  
4 all installations, reconnects, disconnects, upgrades, downgrades, grounding,  
5 prewires, postwires, audits, tracing, converter retrievals, underground installation, and signal  
6 leakage tracking and repair.  
7  
8 Functions in various weather conditions within safety constraints.  
9  
10 Re-runs installations when necessary.  
11  
12 Trains and monitors personnel as directed by supervisor.  
13  
14 Performs quality control inspections, and monitors field personnel on a  
15 regular basis to assure quality and recommend additional training as  
16 needed.  
17
- 18 **QUALIFICATIONS:**  
19
- 20 High school diploma or equivalent.  
21  
22 Ability to lift and carry loads up to 70 pounds.  
23  
24 Valid driver's license; satisfactory driving record.  
25  
26 Knowledge of all construction tools and equipment including: bucket trucks,  
27 lasher, blocks, pulling grips, strand/cable trailers, cable layers, hoists,  
28 bolt cutters, lay-up sticks and hand lines.  
29
- 30 Must have at least 15 months experience as a Construction Technician I.  
31  
32 Satisfactorily passes written and practical tests administered by Employer to demonstrate ability  
33 to perform the required skills of the classification.  
34  
35 Ability to safely climb and descend portable ladders, towers or other structures; operate aerial lift  
36 vehicles.  
37  
38 Ability to manipulate connectors, fasteners, wire and hand tools, including but not limited to,  
39 shovels, picks, wrenches, and other general or specialized small hand tools.  
40  
41 Must comply with OSHA and other safety-related weight limit requirements for ladders and  
42 bucket trucks.  
43

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2 The above statements are intended to describe the general nature and level of work being  
3 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
4 responsibilities, duties and skills required of the job.  
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1 **III. DALY CITY/PACIFICA OFFICE CLERICAL DEPARTMENT**

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3 **CUSTOMER SALES/SERVICE REP I**

4  
5 **JOB SUMMARY:** Responsible for performing a variety of routine customer service and sales  
6 duties. Under training and work direction, answers customer phone calls, sells services and  
7 covers a full range of services in a prompt and professional manner. Obtains necessary  
8 information for resolution of transactions.

9  
10 **ESSENTIAL FUNCTIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**

11  
12 Provides prompt resolution of customer inquiries by providing appropriate billing, service,  
13 programming or maintenance information. Records information as needed or required.

14  
15 Sells new services to new customers and attempts to upgrade and/or retain existing customers.

16  
17 Considers customer request to disconnect or downgrade services and makes valid attempt to  
18 prevent such action. Processes request if unsuccessful in retaining customer or service.

19  
20 Exceeds or maintains reasonable minimum sales standards as required.

21  
22 Demonstrates courtesy and patience in customer relations.

23  
24 Prepares work orders for requests after determining if field visit is required and assures  
25 appropriate follow-up procedures are followed.

26  
27 May perform follow-up on installation/service quality.

28  
29 Greets walk-in customers, handles payments, and processes requests on a direct customer contact  
30 basis.

31  
32 Checks customer work/services orders to ensure accuracy.

33  
34 Handles customers' problems regarding installation, billing and collection, service upgrades and  
35 downgrades, and disconnects.

36  
37 Processes payments received from field personnel.

38  
39 Responds to routine customer work/service orders inquiries and requests.

40  
41 Troubleshoots routine problems with installation, billing and collection, service  
42 upgrades/downgrades, equipment, and disconnects.

- 1  
2 Processes customer payments and adjustments, balances cash drawer, and prepares deposits.  
3  
4 Explains marketing campaigns and promotions.  
5  
6 Prepares customer correspondence.  
7  
8 Interacts with customers on a regular basis and demonstrates proficiency in current customer  
9 service requirements.  
10  
11 Responds to routine issues requiring understanding of system products, services, and internal  
12 processes and procedures; demonstrates understanding of all procedures and policies related to  
13 the job.  
14  
15 Checks in work orders completed by field personnel, interacts with field personnel on a regular  
16 basis to support customer service commitments.  
17  
18 Works under close supervision.  
19  
20 Actions as directed by supervisor or by procedure.  
21  
22 Works at other cable store locations as necessary/requested, pursuant to provisions of the  
23 collective bargaining agreement.  
24  
25 QUALIFICATIONS:  
26  
27 High school diploma or equivalent required.  
28  
29 Ability to communicate effectively orally and in writing.  
30  
31 Sales, previous customer service, data entry and cash handling experience preferred.  
32  
33 Ability to use general office equipment.  
34  
35 The above statements are intended to describe the general nature and level of work being  
36 performed by people assigned to this job. They are not intended to be an exhaustive list of all  
37 responsibilities, duties and skills required of the job.  
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## CUSTOMER SALES/SERVICE REP II

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4 **JOB SUMMARY:** Responsible for performing semi-complex customer service and sales  
5 duties. Under general supervision and direction, performs duties pertaining to sales and  
6 customer service, including inquiries and complaints; sales and service; scheduling of service  
7 and installation calls.  
8

9 **ESSENTIAL FUNCTIONS OF POSITION INCLUDE, BUT ARE NOT LIMITED TO THE**  
10 **FOLLOWING:**  
11

12 Receives telephone calls and/or in person customer contact pertaining to accounts, trouble calls,  
13 and other calls related to customer service.  
14

15 Provides prompt resolution of customer inquiry/problems by providing appropriate trouble  
16 shooting techniques, billing service, programming or maintenance information. Records  
17 information as needed or required.  
18

19 Receives customer payments.  
20

21 Checks in work orders completed by field personnel, interacts with field personnel on a regular  
22 basis to support customer service commitments.  
23

24 Performs duties of Customer Sales/Service Representative I.  
25

26 Maintains customer account records, entering and retrieving information through either a manual  
27 or computer system.  
28

29 Strives to resolve customer problems directly, either through account research and activity or  
30 through routing to appropriate staff members.  
31

32 Prepares paperwork on installation and service orders.  
33

34 Maintains consistently high level of sales for new customers and upgrades services for existing  
35 subscribers. Any standards set for the high level of sales shall be reasonable.  
36

37 Demonstrates courtesy and patience in customer relations.  
38

39 Performs other office and clerical duties, such as answering the telephone and routing messages,  
40 when directed by supervisor.  
41

- 1 Troubleshoots, researches and analyzes semi-complex customer problems with installation,  
2 billing, service upgrades/downgrades and disconnects.  
3
- 4 Researches requests for cable locates.  
5  
6
- 7 Resolves semi-complex billing, refund and collection problems that may require some research  
8 and analysis.  
9
- 10 May process accounts payable.  
11
- 12 May update and verify complimentary account records.  
13
- 14 Interacts with customers on a regular basis and demonstrates proficiency in current customer  
15 service requirements.  
16
- 17 Responds to routine and semi-complex questions requiring strong knowledge of system products  
18 and services.  
19
- 20 May provide basic training or guidance to CSSR I's.  
21
- 22 Work is performed under general guidelines, procedures and rules.  
23  
24  
25

26 **QUALIFICATIONS:**

- 27
- 28 High school diploma or equivalent, with training in office procedures and the operation of  
29 standard office machines.  
30
- 31 Experience in sales and customer service preferred.  
32
- 33 Must possess a minimum of 18 months experience as a CSSR I.  
34
- 35 Must be fully proficient in all responsibilities of a CSSR I.  
36
- 37 Ability to complete advanced customer service and sales training.  
38  
39
- 40 Ability to type and operate standard office machines and computers.  
41
- 42 Ability to communicate effectively with internal and external customers.  
43

1 Ability to organize time and activities efficiently.

2

3 Accounting and dispatch skills preferred.

4

5

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

9

10

1 Inasmuch as the Employer has established a centralized dispatch operation outside the  
2 scope and coverage of this Agreement, the performance of dispatch duties by the Daly  
3 City/Pacifica office clerical department shall be discontinued and no longer constitute bargaining  
4 unit work. It is understood and agreed, however, that if the Employer decides to reinstate and  
5 physically perform dispatch duties in the Daly City/Pacifica office location in the future, such  
6 work henceforth shall become unit work and be performed by unit Personnel.  
7

8 The following Provisions shall continue to be applicable to the office clerical department  
9 within the bargaining unit covered by this Agreement:  
10

#### 11 PREFERENTIAL HIRING 12

13 The Employer agrees that when additional employees are required to perform office  
14 clerical work, it shall notify the Union so that they may refer qualified applicants for  
15 consideration. The Employer reserves the right to consider and hire applicants from other  
16 sources. The Employer shall be the sole judge of the qualifications of each applicant.  
17

#### 18 SUPERVISORS 19

20 Supervisors may perform work in the bargaining unit only in cases of: serious  
21 emergencies, when other personnel are not capable or available to perform the work; where the  
22 training of employees is involved; or if correctional work or special request by a subscriber is  
23 involved.  
24  
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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 position 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 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.

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3  
4  
5  
6 Mr. Val Afanasiev  
7 Communications Workers of America, District 9  
8 2870 Gateway Oaks Drive, Suite 100  
9 Sacramento, CA 95833

10  
11 Re: **Comcast Cablevision of California IX, Inc.** and CWA -- Side Letter of  
12 Understanding Supplementing And Modifying 2002-2005 Collective Bargaining  
13 Agreement  
14

15 Dear Mr. Afanasiev:

16  
17 During the course of collective bargaining negotiations, the parties agreed that  
18 modifications of certain provisions of the 2002-2005 collective bargaining agreement were in  
19 order and that such alterations and changes should be confirmed in writing via a side letter of  
20 understanding rather than be included in the collective bargaining agreement itself.  
21

22 The agreed upon modifications and supplements to the contract are set forth below:  
23

24 **A. ARTICLE 10, PROGRESSIVE DISCIPLINE.**  
25

26 “Serious offenses” as used in Article 10, Progressive Discipline of the current Collective  
27 Bargaining Agreement, shall include but not be limited to the following:  
28

- 29 1. (a) Carrying and/or possessing intoxicants or unlawful drugs during the  
30 course of the work day (including meal period, break time, overtime  
31 assignments, call-backs and standby call-outs) while on or off the  
32 Employer’s premises or, at any time on the Employer’s premises or in an  
33 Employer vehicle;  
34  
35 (b) For the purposes of this Article, the term “Employer premises”  
36 shall be defined as anything that is leased, owned or rented by the  
37 Employer.  
38  
39 2. Using intoxicants and/or unlawful drugs during the course of the work day  
40 (including meal period, break time, overtime assignments, call-backs and  
41 standby assignments) while on or off the Employer’s Premises or, at any  
42 time on the Employer’s Premises or in an Employer vehicle;  
43

- 1 3. Carrying, possessing or transporting any weapon (i.e., non-work tool,  
2 excluding Pocket knife with blade of less than four (4) inches) or  
3 explosives during the course of the work day (including meal period,  
4 break time, overtime assignments, call-backs and standby call-outs) while  
5 on or off the Employer's premises or, at any time on the Employer's  
6 premises or in an Employer vehicle, without Employer permission;  
7
- 8 4. Engaging in or aiding and abetting others to engage in the theft of the  
9 Employer's Broadband services or equipment;  
10
- 11 5. Theft of any property or thing of value from anyone at any time on or off  
12 the Employer's property;  
13
- 14 6. Engaging in any conduct in violation of the No-Strike provisions of this  
15 Agreement;  
16
- 17 7. Willful falsification of employment application, service reports, work  
18 orders, route sheets, time sheets or other Employer records;  
19
- 20 8. Engaging in unlawful harassment, abuse, or intimidation of fellow  
21 employees, supervisors, subscribers, invitees or licensees;  
22
- 23 9. Unprovoked fighting with or assaulting a representative of management,  
24 fellow employee or subscriber;  
25
- 26 10. Deliberately abusing or damaging equipment, vehicles, material or  
27 property owned by the Employer, a fellow employee or a subscriber;  
28
- 29 11. Obtaining a leave of absence or paid sick leave under false Pretenses;  
30
- 31 12. Failure to submit timely reports of accidents involving Employer vehicles  
32 or equipment;  
33
- 34 13. Sleeping during an employee's actual work hours;  
35
- 36 14. Unauthorized use of an Employer vehicle;  
37
- 38 15. Carrying unauthorized passengers in an Employer vehicle;  
39
- 40 16. Proven reckless and/or grossly negligent operation of an Employer  
41 vehicle;  
42

- 1 17. Failure to comply with or abide by the terms and conditions of the  
2 Employer's Drug and Alcohol Policies and Procedures as set forth in the  
3 Article 39 of the current Collective Bargaining Agreement;  
4  
5 18. Engaging in any immoral or indecent conduct during the course of the  
6 work day (including meal period, break time, overtime assignments, call-  
7 backs and standby-call-outs) while on or off the Employer premises or, at  
8 any time on the Employer's premises or in an Employer vehicle;  
9  
10 19. Moonlighting and/or working for another Employer engaged in work of  
11 the type and nature covered by this Agreement or working for a  
12 competitor of the Employer;  
13  
14 20. Unreasonable failure or refusal to follow management work directives and  
15 orders or deliberately undermining supervisory authority;  
16  
17 21. Carelessness, including violation of the Employer's safety rules and  
18 regulations, endangering the safety of oneself or others or endangering the  
19 Employer's property and equipment; and  
20  
21 22. Failing to submit timely reports of personal injuries which affect  
22 employee work performance.  
23

24 **B. ARTICLE 8, GRIEVANCE AND ARBITRATION PROCEDURE:**  
25

26 Sub-paragraph F. of this Article of the Agreement shall be modified to reflect a limitation  
27 on an arbitrator's authority to compromise, change or in any way reduce the discipline imposed  
28 on an employee for engaging in certain of the "serious offenses", listed in A. above, as follows:  
29

30 1. If an employee is discharged, suspended or otherwise disciplined for any  
31 of the infractions expressly set forth in Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 of this  
32 side letter and a grievance with respect thereto is submitted to arbitration, the arbitrator shall  
33 have authority only to make a factual determination and, based thereon, either to sustain or deny  
34 the grievance, in full. In such circumstances, the arbitrator has no legal or equitable authority  
35 whatsoever to substitute his judgment for that of the parties and to issue a compromise award or  
36 lesser penalty. Accordingly, if the evidence establishes that an employee is guilty of an  
37 infraction listed in Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 above, just cause for the  
38 particular disciplinary measures imposed is inferred and the arbitrator shall be required to deny  
39 the grievance in full. If, however, there is insufficient evidence establishing a violation of  
40 Paragraphs 1(a), 2, 4, 6, 7, 9, 14, 15, 16, 17 or 20 above, the arbitrator shall be required to sustain  
41 the grievance in full.  
42

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

9  
10           **C.       ARTICLE 31, WAGES:**  
11

12           The minimum wage rates set forth in Article 31 C. for the Daly City/Pacifica Office  
13 Clerical Department shall be inapplicable to Patricia Mosqueda because she was employed  
14 therein prior to March 16, 1994 (ratification date of an earlier Agreement). Effective March 1,  
15 2002, the minimum hourly wage rate for Ms. Mosqueda shall be \$16.55. Effective March 1,  
16 2003, the minimum hourly wage rate for Ms. Mosqueda shall be \$17.17. Effective March 1,  
17 2004, the minimum hourly wage rate for Ms. Mosqueda shall be \$17.68.  
18

19  
20  
21           **D.       SELLING FUNCTIONS ENGAGED IN BY TECHNICAL UNIT**  
22           **PERSONNEL:**  
23

24           Technical employees may be required to “promote and sell the Employer’s services in  
25 connection with the performance of customary work duties,” as provided in Appendix “A” of the  
26 Agreement. It is understood and agreed, however, that such employees shall not be disciplined  
27 for failure to effectuate sales, provided they have made good faith selling and promotional  
28 efforts.  
29

30  
31  
32           **E.       INADMISSIBILITY OF NEGOTIATIONS**  
33

34           During the course of negotiations for the 2000-2002 Agreement, the Employer made  
35 proposals with respect to Article 7(A)(1) (Management Rights). The parties have agreed that the  
36 Employer’s proposals, the discussion concerning the proposals, and the Employer’s withdrawal  
37 of such proposals shall not be used to interpret this Agreement and shall not be admissible in any  
38 arbitration or judicial proceeding.  
39

40  
41           **F.       RETROACTIVITY OF WAGES**  
42

43           The parties have provided for retroactive wage increases in the 2002-2005 Agreement.

1 Employees must be on the Employer's payroll at the time such retroactive amounts are paid in  
2 order to be eligible to receive such retroactive wage increases.  
3

4 **G. ELIMINATION OF @HOME SUPPLEMENTAL COLLECTIVE**  
5 **BARGAINING AGREEMENT**  
6

7 Effective with this Agreement, the parties have eliminated their prior Supplemental  
8 Collective Bargaining Agreement regarding @Home Advanced Installers and @Home Service  
9 Technicians. For all those unit employees who were receiving the premium pay provided in this  
10 Agreement as of February 28, 2002, the premium pay shall also be eliminated, but their base  
11 wage rate shall be increased by \$1.70 per hour. Such employees shall receive the same  
12 percentage increases as provided to employees in the same classifications (Advanced Installers  
13 and Service Technicians respectively) pursuant to Article 31 of this Agreement.  
14

15  
16  
17 We trust the foregoing accurately reflects the understanding of the parties. Accordingly,  
18 kindly acknowledge the CWA's concurrence and agreement to same by signing your name in the  
19 space provided below and return a fully executed copy to me at your earliest convenience. A  
20 duplicate copy of this letter has been provided for such purposes. (In the event you are not  
21 authorized to bind the International Union, kindly have an authorized agent or officer thereof  
22 execute this letter.)  
23

24 Thank you.  
25

26 Very truly yours,  
27

28  
29  
30 Jane Perdue  
31 Vice President of Human Resources  
32

33 AGREED FOR AND ON BEHALF OF  
34 THE COMMUNICATIONS WORKERS OF  
35 AMERICA:  
36

37 By \_\_\_\_\_  
38

39 Date: \_\_\_\_\_  
40  
41

1 SIDE LETTER

2  
3 Val Afanasiev, Labor Representative  
4 Communications Workers of America, District 9  
5 2870 Gateway Oaks Drive  
6 Suite 100  
7 Sacramento, CA 95833  
8

9  
10 Re: 2002-2005 Agreement between Comcast Cablevision of California IX, Inc. and  
11 Communications Workers of America (Bay Area Agreement)  
12

13 Dear Mr. Afanasiev:  
14

15 As you know, TCI Cablevision of California, Inc. and the Communications Workers of America  
16 reached a successor collective bargaining agreement for the "Bay Area" unit, and that agreement  
17 was ratified on June 13, 2002. The effective date of the agreement is March 1, 2002.  
18

19 Given the time period between the effective date and the ratification date, we both understood  
20 that it would be useful to make sure there were no disagreements about the administration of the  
21 agreement between March 1 and June 13. As a result, we have reached the following  
22 understandings:  
23

24 1. As reflected in the agreement, the 2002 wage increases will be effective the first  
25 payroll period after March 1.  
26

27 2. The grievance and arbitration procedure will be in effect at all times between  
28 March 1 and June 13.  
29

30 3. The Company shall not be required to go back and recalculate shift differential or  
31 any other premium or differential pay that changed in the 2002 agreement; all such differential or  
32 premium pay changes shall be effective upon the first payroll period after June 13.  
33

34 4. The changes to the job descriptions, promotions criteria, vacancy posting, and  
35 training will be effective June 13, and any promotions or selections made between March 1 and  
36 June 13 under the prior criteria shall not be rescinded because of the effectiveness of the new  
37 agreement.  
38

39 5. Neither the Company nor the Union shall be faulted for taking actions between  
40 March 1 and June 13 in reliance on the terms of the prior agreement.  
41

1 In addition, as the result of the merger between Comcast and AT&T Broadband, the name of the  
2 employer was changed to Comcast Cablevision of California IX, Inc., effective November 18,  
3 2002. We have modified the name on the agreement to reflect this change, with the  
4 understanding that the employer prior to November 18, 2002 was TCI Cablevision of California,  
5 Inc.  
6

7 Thank you for your consideration. To indicate your agreement, please sign this letter where  
8 indicated below.  
9

10 Sincerely,  
11

12  
13 DAVIS WRIGHT TREMAINE LLP  
14

15  
16 Henry E. Farber  
17

18  
19 **AGREED:**  
20 COMMUNICATIONS WORKERS OF AGREEMENT  
21

22 By: \_\_\_\_\_  
23 Val Afanasiev  
24