

## **UNION RECOGNITION**

Section 1. The Company recognizes the Union as the exclusive bargaining representative for all full time and regular part time Direct Sales Representatives employed in facilities located in Comcast's South Florida market defined as Hialeah, Redlands and Davie Offices located or any replacement facility but excluding all other employees, guard, and supervisors, as defined by the Act.

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

## **SUCCESSORSHIP**

In the event that the Employer sells, assigns, leases, merges or otherwise transfers control, operation or assets of its business to another person, entity, corporation, company, partnership, or firm, which affects bargaining unit employees, the Employer shall provide this agreement to the prospective buyer or transferee. The Employer will give thirty (30) days advanced notice of closing, and shall upon request by the Union, meet and negotiate in good faith with the Union regarding the effect of such sale, lease or transfer on bargaining unit employees.

### **Effective Date and Duration (3 Years)**

This Agreement shall become effective \_\_\_\_\_, and shall continue in full force and effect through Midnight, \_\_\_\_\_. Either party desiring to terminate or modify this agreement shall give written notice thereof to the other party at least sixty (60) days prior to. In the absence of such timely notice, this agreement shall thereafter remain in effect until sixty days following receipt of written notice from either party to terminate or modify this agreement.

### **Entire Agreement**

The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement. Any amendment to this Agreement shall be mutually agreed to, reduced to writing, shall state the effective date, and shall be executed in the same manner as this Agreement.

### **SEPARABILITY**

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

## **COMPANY-UNION RELATIONS**

### **SECTION 1-**

The Brotherhood agrees that the employees in the bargaining unit will perform their respective Company duties loyally, efficiently, and continuously under the terms of the contract. The Brotherhood further agrees that there will be no strike, sit-down, or other concerted cessation or delay or work during the continuance of this Agreement. The Company on its part agrees that there will be no lockouts. It is the mutual desire of both parties hereto to provide uninterrupted and continuous service.

### **SECTION 2-**

The Brotherhood agrees that the members of the Local Union will use their best endeavors to protect the Interest of the Company, to conserve its property, and to furnish the highest quality of service. The Brotherhood and the Local Union will cooperate with the Company in promoting the welfare and advancement of the industry.

### **SECTION 3- Union Security/Dues Check-Off**

The company agrees, upon the individual written request of any employee, to deduct from the pay of such employee such amount as the employee shall authorize which represents monthly dues to the Union. The written request must contain the name, social security number, and the location where the employee is regularly assigned. Such deductions shall be made per pay period provided the employee has money due him/her at the time. The total sum deducted for this purpose shall be paid by the Company to the financial agent designated by the Union as soon thereafter as convenient, accompanied by a list of employees who have authorized such deductions and the amount deducted for each. Any employee may revoke such authority by serving on the Company a written request postmarked or electronically delivered within {30} days prior to and including any of the following; (1) the anniversary date of the collective bargaining agreement; or (2) the expiration date of the collective bargaining agreement. The revocation shall become effective upon receipt of such notice by the Company. The company will notify the Union of any and all requests received.

#### **SECTION 3.1**

Once the dues have been paid to the Union, the Company has no responsibility relating thereto. On the written notice to the Company signed by the authorized representatives of the Union that the dues have been increased in accordance with its constitution and bylaws, the amount of dues to be checked off by the Company shall be increased to the extent authorized by the Union's check-off card. The Union will indemnify and save harmless the Company from any and all claims, liabilities and disputes arising out of or by reason of any action by the Company under this paragraph.

### **SECTION 4-**

During the New-Hire Orientation process for new employees, the Company shall provide up to thirty (30) minutes per session to Local Union 824. The appropriate Union representative will have the opportunity to meet with newly-hired employees for the purpose of furnishing such employees with information about the Union and answering Union-related questions. The Union's Segment of this process will be considered as work time.

## **COMPANY-UNION RELATIONS-** continued

### **SECTION 5-**

The Company agrees to notify the Union of any changes affecting the application of any of the terms and conditions of this contract, and to notify the Union of organization changes pertaining to changes in classification and transfer of permanently or temporarily transferred craft employees.

### **SECTION 6-                   Excused Absences – Union Representatives**

Subject to service requirements, the Company agrees to excuse any other Union member if his/her services are required for Local Union work and written request for such excusal is made at least five (5) working days in advance to the Director – Labor Relations. Releases of this nature shall not exceed thirty (30) working days in any one (1) calendar year.

The Company will consider unusual conditions that make it impossible to give the five (5) working days' advance notice.

During contract negotiations, the Company agrees to pay one (1) employees from the Union, at their basic rate of pay for time lost by reason of attendance at such meetings.

The time paid for shall be limited to lost, scheduled work time.

### **SHOP STEWARDS**

The Union will appoint up to three (3) shop stewards to represent employees at grievance and disciplinary matters. The Union will notify the Company of all shop steward appointments or changes to the Shop Steward appointments. No more than two (2) shop stewards will be released from work for the first step of a grievance procedure or one (1) Steward for a disciplinary meeting. Grievance meetings, disciplinary hearings or investigatory interviews will be scheduled outside the sales rep's field sales time. With the exception of time off for attending Step 1 and Step 2 Grievance meetings which will be considered time worked, Union business is to be conducted exclusively during non-working time and may not interfere with the operation of the business. In no case may a shop steward leave his or her work assignment without first being excused by his/her supervisor. Except as stated above, in no case shall the steward receive compensation from the Company for time spent on Union business. Grievance and disciplinary hearings shall be scheduled at a mutually acceptable time.

### **NEW BARGAINING UNIT EMPLOYEES**

The Company will notify the Union of name, classification, hourly wage rate, address and employment date within thirty (30) days of his/her date of hire.

### **LABOR MANAGEMENT COMMITTEE-**

A Labor Management Committee will be established consisting of three (3) members of the Company and three (3) members from the Union (which are employees of Comcast) and a Business Representative of the Local Union. The purpose of this committee will be to discuss issues of concern, which shall include but not be limited to; The Compensation Plan and the Sales Success Plan, turf deployment strategy, payroll issues, quota, and technical installation issues. Employees who participate in this Committee will do so without loss of pay and be provided quota relief for all meeting time if appropriate. The Committee shall meet once per quarter unless mutually agreed to otherwise and will meet at mutually agreed dates and times.

## **COMPANY-UNION RELATIONS-** continued

### **NON-DISCRIMINATION-**

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

The Company and Union agree that they will not discriminate against any employee because of their membership or non-membership in the Union. The company further agrees it will not discriminate against a Union member because of any service the member may be required to perform or office the member may hold in the Local Union.

### **UNION REPRESENTATIVE VISITATION**

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

### **Definitions**

#### **Section 1**      **Employee**

1.1 Employee as used in this Agreement refers to the employees, male or female, directly covered.

#### **Section 2**      **Regular Employees**

2.1 Regular employee refers to those who have qualified for regular employment by having satisfactorily completed their probationary period.

#### **Section 3**      **Probationary Employee**

3.1 Any new employee in all classifications covered by this Agreement shall be considered to be on promotion for the first six (6) months of employment

#### **Section 4**      **Gender**

4.1 Where the male or female gender is used in this Agreement, it shall include both the male and female genders.

#### **Section 5**      **Annual Benefits Base Rate**

5.1 Annual Benefits Base Rate (ABBR) as used in this contract is defined as the rate that the employee would be used for paid time off.

#### **Section 6**      **Employment Date**

6.1 The term "employment date" as used in this contract is defined as the effective date an employee is placed on payroll.

#### **Section 7**      **Service Date**

7.1 The "service date" is that date, which is used, for purposes of establishing accredited service with the Company.

#### **Section 8**      **Work Group**

8.1 A group of employees, under the same supervisor, and used for the purpose of scheduling time-off.

Section 9      Work Location

9.1      A work location is a location or locations where employees of one (1) or more work groups report to begin work.

**Seniority**

SECTION 1:    Seniority-

Seniority, as used herein, relates to specific preferences and privileges provided for in this Agreement and shall be determined on the basis of continuous service from the last date of employment with Comcast Corporation.

SECTION 2:    Broken Seniority-

Seniority and accredited service shall be deemed to have been broken by termination of employment.

SECTION 3:    Vacancies-

When an employee is hired from outside the bargaining unit, he/she shall be placed at the bottom of the seniority roster.

SECTION 5:    Miscellaneous

5.1: The Company agrees to furnish the Local Union a complete seniority roster of all employees of each workgroup from which its membership is drawn on January 1 and July 1 of each year.

5.2: Where two (2) or more employees *are* employed upon the same date, seniority as between them shall be determined by their respective ages as indicated on Company records, and the older in age shall be regarded as the senior in service.

## **SECURITY OF EMPLOYMENT**

### **DISCIPLINE AND DISCHARGE**

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

Discharges other than that of probationary employees shall be subject to the Grievance-Arbitration Procedure of this agreement.

### **Layoff and Recall-**

When it becomes necessary to reduce the work force, the last employee on the seniority list of the affected classification shall be laid off first, provided the remaining employees have the requisite skill and ability to perform the work.

Employees shall remain on recall status for up to twelve (12) months. When the work force is again increased, the laid off employee shall be returned to work in the reverse order of seniority, provided the employee has the requisite skill and ability to perform the work required. The principle to be followed is that the last employee laid off in the order of seniority shall be the first employee hired, provided he has at the time of recall the skill and ability to perform the work required. Seniority shall accumulate during layoff subject to recall.

### **Use of contractors-**

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

### **Accident Payments-**

Employees covered under this agreement will be paid in accordance with the Workers' Compensation Act of the State of Florida.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance is defined as an allegation by the Union or the Company that an explicit provision of this Agreement has been violated. Grievances must be in writing and shall contain: (a) the name of the grievant; (b) reference to the specific language and section of this Agreement alleged to have been violated (including specific paragraph cites); and (c) a detailed account of the alleged facts which form the basis of the grievance; and (d) an explanation of how the alleged facts constitute a violation of the cited language. The grieving party may modify the grievance by adding additional grievants or modifying the specific language alleged to have been violated prior to filing the grievance to arbitration. The non-grieving party shall have no obligation to process a grievance that is not in compliance with the provisions of this paragraph.
2. As a prerequisite for the administration of this Article, the parties shall establish a uniform numbering system for the identification and processing of grievances. The parties acknowledge that the grieving party has an affirmative obligation to assist the non-grieving party to understand the factual and contractual basis of any grievance and shall respond to any reasonable request regarding the identification and nature of any grievance.
3. The following procedure shall be utilized in the processing of grievances:

**Step 1:** Within fourteen (14) calendar days of the occurrence giving rise to the grievance, the grievance shall be reduced to writing in accord with the requirements of paragraph 1 of this Article and, in the case of a grievance filed by the Union, the grievance shall be presented by the Union steward or a Business Representative of the local Union to the grievant's direct supervisor or the Company's local Human Resource Manager. In the case of a grievance filed by the Company, the grievance shall be presented to the Union steward or a Business Representative of the local Union. The parties agree to meet and discuss the grievance within 14 days at this stage (unless mutually waived). The non-grieving party will have five (5) calendar days to respond to the grievance in writing.

**Step 2:** If the grievance is not satisfactorily adjusted in Step 1, within 5 (5) calendar days of the Step 1 response, the grieving party may move the grievance to Step 2 by submission of a written request for a meeting between the Regional Director of Human Resources and the Union Business Agent, or their designees. The meeting will be scheduled within ten (10) calendar days of the Step 2 request, or as otherwise agreed in writing by the parties. At that meeting, the grieving party shall present its case, and any supporting documents or proofs, and shall be obligated to specifically explain the basis of its allegation. The non-grieving party shall respond to the Step 2 appeal, in writing, within five (5) calendar days of the meeting.

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

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

## **GRIEVANCE AND ARBITRATION PROCEDURE- continued**

5. The arbitrator shall not have the authority to change, modify, or alter the language of this Agreement. The arbitrator's decision must reflect the language of this Agreement as specifically identified in the grievance. The Arbitrator may not set wage rates or expand the Agreement in any manner. Any back pay award must be reduced by any interim earnings including but not limited to unemployment insurance. The arbitrator's decision will apply only to the grievant identified in the grievance; this Article does not allow for the processing of class grievances, without the express written consent of the parties. The arbitrator shall only have the authority to hear and determine one grievance, and no more than one grievance shall be submitted to any one arbitrator, unless the Company and the Union agree otherwise in writing.
6. The parties shall equally share the cost of the fees and expenses of the arbitrator (including any room rental). Each party shall pay its own attorney's fees and expenses.

### **SALES CANCELLATION REPORT AND REVIEW**

At the Union's request the Company will provide to them a copy of the DSR Cancelled Orders Report for any Monthly Period. When requested by the Union, the Company will meet with the Union to discuss any concerns raised.

### **SALES COMPENSATION PLAN AND SALES SUCCESS PLAN**

Direct Sales Representatives covered under the terms of this Agreement shall be eligible for the same Sales Compensation Plan and Sales Success Plan as non-bargaining unit Direct Sales Representatives in the Florida Region. If the Company changes its Sales Compensation Plan or Sales Success Plan for non-bargaining unit Direct Sales Representatives, the plans will change accordingly without the necessity of reopening bargaining. The Company will notify the Union of such changes 10 days prior to the effective date of the change.

#### **Sales Success Plan**

Every thirty (30) days the company shall provide the Union with a list of employees on the Sales Success Plan (SSP). At the request of the Union, the parties shall meet to discuss the plan.

### **TRANSPORTATION ALLOWANCE**

Employees covered by this agreement shall receive the same transportation allowance as non-represented Direct Sales Reps in the Florida region, which is currently \$216.00. The Company will provide the Union 30 days notice prior to any changes being made to this allowance

### **SEVERENCE PACKAGE**

Ninety days after ratification, the parties will meet to discuss the offering of a voluntary severance package to DSR's covered under this agreement.



## **PAID TIME OFF**

### **SECTION 1: Holidays**

1.1 The following days shall be considered as holidays under this Agreement:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Three (3) Floating Holidays

1.2 In order to be eligible for holiday pay, the employee must work the full scheduled shift on the day preceding and on the day succeeding the holiday, at least one of which must fall in the week in which the holiday occurs. Notwithstanding the foregoing, an employee will be eligible for holiday pay if the employee has not worked the full scheduled shift on the day preceding or the day succeeding a holiday if the day preceding or the day succeeding a holiday was a previously scheduled flex day, floating holiday, or vacation day.

1.3 If a holiday falls on an employee's regular day off, his/her next scheduled work day shall be considered the holiday.

1.2 No employee shall take a floating holiday prior to the completion of at least ninety (90) days continuous employment from the date of hire.

### **SECTION 2: Flex Pay**

2.1 Each Employee will be granted 8 flex days beginning each anniversary date (subject to proration based on date of hire). Flex days shall not be carried over flex year to flex year. Flex days not used in any flex year will be reimbursed to each employee to a maximum of one thousand dollars (\$1,000) less appropriate deductions. This appropriation and pay out may be modified if modified for non-represented employees in the Florida region.

2.2 Scheduled flex days shall be granted based on the requirements of the business. The employees should notify his supervisor in a timely fashion of any unscheduled flex days. In no case should an employee give less than one hours' notice for unscheduled time off.

## **PAID TIME OFF**- continued

### **SECTION 3:        **Vacation****

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

An employee may schedule and take vacation even though he/she has not earned all the days provided he/she has more than ninety (90) days of employment. If an employee terminates, he/she will be eligible for the vacation days actually earned. Used but unearned vacation will be deducted from the final paycheck. The amount of vacation allowance accrued shall be determined on the employee's anniversary date of hire. Employees may take their accrued vacation at any time during the year subsequent to their anniversary in accordance with the following schedule:

0-4 years earns 1 day per month to 10 days max  
5-9 years earns 1.5 days per month to 15 days max  
10+ years earns 2 days per month to 20 days max

### **SECTION 4:        **Paid Time off Administration****

Selection of paid time off shall be based on seniority. The vacation selection process shall be held in November for the following calendar year. Time off shall be limited to twenty (20) percent of the active workforce. Paid time off outside the selection process shall be granted on a "first come first serve basis" and shall be subject to the (20) percent cap and the ten (10) days' notice requirement. Time off granted without the ten (10) days' notice may be approved but will not be subject to quota relief after two instances. Paid time off shall be compensated at the ABBR rate.

## **INCREMENTAL VACATION**

With supervisory approval an employee may take vacation in two (2), four (4), or eight (8) hour increments.

## **BEREAVEMENT LEAVE**

1. Up to three (3) days with pay shall be granted to employees coping with the death of an immediate family member. Immediate family shall be considered to mean an employee's spouse, domestic partner, parent, step-parent, grandparent, step-grandparent, sibling, step-sibling, child, step-child, grandchild, step-grandchild, legal guardian or ward, and a parent, legal guardian, sibling, child or ward of the employee's spouse or domestic partner. Direct Sales Representatives shall be paid based on an Annual Benefit Base Rate (ABBR) and shall be provided quota relief for the three (3) days of leave.

## **BEREAVEMENT LEAVE**- continued

2. Employees should inform their supervisors as soon as possible that a bereavement leave is needed. Documentation may be required of the need for bereavement leave.
3. An employee may request to use additional paid time off if: additional time beyond the Bereavement Leave benefit is needed; or the employee needs to attend the services for an individual not considered to be a member of the employee's "immediate family" as defined above.
4. The employee assistance program is available to help employees dealing with the loss of a family member or friend.

## **JURY DUTY**

To help employees fulfill their duty as citizens of our communities, the Company will provide Jury Duty Leave. While serving jury duty, Direct Sales Representatives (DSRs) will be paid the Annual Benefits Base Rate (ABBR) and be provided Quota relief, for a period of up to 2 weeks. Exceptions to this two-week period are provided as required by applicable law.

### **Additional Details:**

DSRs are eligible for Jury Duty Leave if they receive an official notice to serve on a jury. Unless otherwise authorized in advance, DSRs are not eligible for Jury Duty Leave in cases where they are the plaintiff, defendant, claimant, witness, petitioner or respondent. In those cases, DSRs may request to use other paid time off or, if no paid time off is available, request a personal leave of absence.

DSRs should notify their supervisor as soon as possible after receiving notice to report for jury duty.

Upon release from jury duty, DSRs should notify their supervisors of their ability to return to work and should submit documentation reflecting the length of their jury service to their Human Resources Representative. DSRs will not be required to return to work on a day in which they were summoned for duty.

**Applies to:** All regular Full-Time, Regular Part-Time employees and probationary employees.

## **BENEFITS**

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

## **OTHER BENEFITS**

Except as otherwise agreed to, employees covered under the terms of this Agreement shall be eligible for all other employee benefits/perks/incentives etc. as non-bargaining employees who are employed at Comcast. If the Company changes these benefits for the non-bargaining unit employees, it shall have the right to add to, delete, or modify such benefit plans for the employees covered under this Agreement without any obligation to bargain, but will notify the Union in writing of the changes.

## **COURTESY SERVICES**

Employees covered by this agreement shall receive Courtesy Service benefits on the same terms and conditions as non-bargained for employees. These services may change from time to time as long as they also change for non-represented employees.

## **POSTING AND JOB BIDDING**

When the Company determines that a job vacancy exists within the bargaining unit which the Company desires to fill, the Company will post a dated notice of such vacancy on a Company bulletin board. The Union shall be provided with a copy of postings for new and replacement bargaining unit positions.

Employees shall have seven (7) working days from the date of the posting to apply in writing for the vacancy to the Company. Employees shall not be eligible to bid if they are on a Sales Success Plan (SSP) or if they have received written corrective action in the previous twelve (12) months.

In selecting among eligible bidding employees, seniority will be the deciding factor where skills and abilities are substantially equal. In the event the company determines that there are not qualified bidders, the Company retains the right to fill vacancies from outside applicants.

## **Military Leave**

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

This policy is intended to comply with the Company's obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable law. To the extent there is any conflict between this policy and applicable law, the applicable law shall apply.

### **Requesting Military Leave for Active, Reserve or Training Duty or Other Related Obligations**

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

Employees will be granted leave for military training and other related obligations in accordance with applicable law. Employees should advise their supervisor and/or departmental head of their training schedule and/or other related obligations as far in advance as possible. Notice may be verbal or written.

### **Pay Supplement**

The Company will provide supplemental Military Leave pay for Regular Full-Time and Regular Part-Time employees who are performing active military service for a maximum period of up to one year during an employee's entire period of employment. If an eligible employee does not otherwise utilize other paid time off, the Company will supplement reserve duty pay for 10 workdays in a calendar year (unless this provision differs under applicable law).

Supplemental pay will consist of the difference between the employee's military base pay and what the employee would have earned if working their normal working schedules for the Company.

**\*The pay supplement will be based on the Annual Benefits Base Rate (ABBR)**

## **Military Leave**- continued

If the employee's active duty exceeds the length of supplemental pay, the employee, at his or her sole option, may utilize other paid leave time to which the employee is entitled, such as Traditional Time Off benefits.

To receive supplemental pay, eligible employees must present to their HR representatives documentation verifying their military status and a check stub indicating the amount of military pay received.

### **Effect on Benefits**

All benefits and employment rights for which an employee may be eligible while on Military Leave will be administered by the Company in accordance with applicable federal and state law.

### **Qualified Retirement Plans**

**Vesting and Accrual:** An employee's Military Leave constitutes service for purposes of vesting and benefit accrual under a qualified retirement plan. Military Leave is not considered a "break in service" as a result of the employee's absence from employment. However, the benefits and vesting credits that accrue during the employee's Military Leave will not be credited until the employee actively returns to work.

**401(k):** The employee will be given a period of time following reemployment to make up missed employee contributions to 401(k) plans. The Company will make matching contributions as the employee actually makes up the contributions missed during Military Leave. Employees should consult their Human Resources representative for specifics on 401(k) contributions on reemployment.

If an employee has an outstanding loan, upon return from Military Leave, s/he will need to request that the loan be extended. Loans may be extended for length of Military Service up to maximum loan term allowed.

### **Time Benefit Accrual**

Just like any other leave of absence, on the thirty-first day of Military Leave, employees will stop accruing time-off benefits. Upon reemployment, the employee is entitled to begin accruing time-off benefits at the same rate as if the employee was never on leave for service purposes.

For example, if while on Military Leave, an employee achieves five (5) years of service with the Company, the employee will be entitled to the vacation accrual equivalent to that of an employee with five (5) years of service. Employees' service reserve duty will not lose any seniority or paid time off in the performance of reserve duty, provided the duty is 31 days or less.

### **Increases**

Increases an employee would have received if at work will be based on work performed for Comcast and will be issued upon reemployment.

**Military Leave**- continued

**Reemployment following Military Leave**

Depending on the length of their leave, employees returning from Military Leave shall be reinstated to the position that they would have held had they remained continuously employed by the Company, or in a position of like pay, seniority and status. Generally, some form of reemployment protection lasts for five (5) years of cumulative Military Leave.

Upon honorable or general discharge from military service, an employee should give notice of their ability to return to employment according to the following schedule (unless this requirement differs by applicable law).

length of Military Service	Provide Notice of Readiness to Return to Work
Less than 31days	On the first regularly scheduled workday that begins at least 8 hours after the employee has returned from military service
Between 31and 180 days	Within 14 days of returning from military service
More than 180 days	Within 90 days of returning from military service

**Note:** An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving should give notice of the situation to the HR Representative upon their return/release from military service if the period of service prior to injury or illness was less than 31 days. If service prior to injury or illness was greater than 31 days, the employee should give notice at the end of the necessary recovery period (which may not exceed 2 years)

## MANAGEMENT RIGHTS

1. Except as modified by an explicit provision of this Agreement, or established past practice that is acknowledged by the parties and established following the effective date of this agreement, the Company retains the exclusive right, to operate, control and manage the business and to direct the employees in the fulfillment of their duties as those duties are determined by the Company. The Company shall continue to be exclusively responsible for all managerial functions. The parties acknowledge that the explicit language of this Agreement shall govern and that, in no event shall any managerial right or function be modified or diminished by any practice or course of conduct.
2. Specifically, but without any manner limiting or affecting the generality of the forgoing, it is understood that this Agreement shall not be construed to limit in any way the Company's right to determine the method of operations and services; to subcontract work subject to Article \_\_; to select and determine the number of its employees, including the number assigned to any particular work and classification and the number of employees within classifications assigned to any shift, work week or work location; to determine the qualifications of employees; to assign and direct the work of employees, including determination of the tasks and duties to be assigned to employees, to create new positions; to assign new duties to existing positions; to determine the hours of work and to increase or decrease the number of hours worked; to evaluate performance or discipline employees for just cause; to layoff and recall employees; to require employees to wear uniforms; to determine the suppliers and customers with whom it will deal, and the services materials, equipment and supplies that will be required; to increase or decrease the size of the workforce; to establish and enforce standards to measure and evaluate employee performance *and* productivity; to introduce new or Improved methods of operation or technology; to close or move operations, to determine and assign sales territories, to establish and modify sales commissions, to determine what services and equipment are required to be sold.
3. All of the rights vested with the Company prior to this Agreement are retained by the Company except as specifically and explicitly restricted herein. The Company's exercise or non-exercise of a retained right shall not operate as a waiver of such right. Nothing in this Article shall interfere with the Union's right to enforce other articles of this agreement by and through any means permissible.
4. The Company shall have the right to make and enforce new work rules, and to enforce, change, abolish or modify existing rules, applicable to employees covered by this Agreement, as it may deem necessary or advisable, unless it is expressly prohibited from so doing by a provision of this Agreement. Such work rules shall be reasonable and supported by the business related reasons and may include, but are in no way limited to, attendance policies, disciplinary rules, facility and equipment rules, operational rules and procedures, productivity standards and procedures, and safety rules and procedures.