

**AGREEMENT**

**BETWEEN**

**WINDSTREAM FLORIDA, INC.  
LIVE OAK, FLORIDA**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL UNION NO. 3174**

**Effective  
August 1, 2016 through July 31, 2019**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	Definitions 2
ARTICLE 2	Wages 5
ARTICLE 3	Hours of Work and Basis of Compensation 5
ARTICLE 4	Non-Performance of Craft Work 9
ARTICLE 5	Holidays 10
ARTICLE 6	Vacations 12
ARTICLE 7	Excused Absence 16
ARTICLE 8	Leaves of Absence 17
ARTICLE 9	Military and Naval Service 20
ARTICLE 10	Reduction in Force on Layoffs 20
ARTICLE 11	Permanent Transfers 23
ARTICLE 12	Temporary Transfers 24
ARTICLE 13	Travel Time, Travel Conditions and Expenses 24
ARTICLE 14	Discharges, Demotions and Suspensions 27
ARTICLE 15	Wage Treatment in Case of Promotion or Lateral Transfer 28
ARTICLE 16	Job Vacancies and Promotions 28
ARTICLE 17	Work on Higher or Lower Rated Jobs 30
ARTICLE 18	Seniority 30
ARTICLE 19	Schedule of Tours 32
ARTICLE 20	Contract Work Limitation 34
ARTICLE 21	Personnel Records 34
ARTICLE 22	Group Insurance 34
ARTICLE 23	Retirement and Pension Plan 36
ARTICLE 24	Sickness and Accident 36
ARTICLE 25	Non-Discrimination 40
ARTICLE 26	Grievance Procedure 40
ARTICLE 27	Arbitration 43
ARTICLE 28	Rights of Company 45
ARTICLE 29	Bulletin Boards 45
ARTICLE 30	Inclement Weather 46
ARTICLE 31	Federal and State Laws 46
ARTICLE 32	Certification of Representatives 47
ARTICLE 33	No Strike 47
ARTICLE 34	Check-Off 47
ARTICLE 35	Printing and Distribution of Contract 48
ARTICLE 36	Union-Company Relationship 48
ARTICLE 37	Safety 49
ARTICLE 38	Past Practices 49
ARTICLE 39	Excused Time 50
ARTICLE 40	Amendments 50

## TABLE OF CONTENTS (Continued)

		<b><u>PAGE</u></b>
ARTICLE 41	Labor Management Meetings	50
ARTICLE 42	Duration of Agreement	51
APPENDIX A	Wage Schedules and Classifications	52
APPENDIX B	Payroll Deduction Authorization	57
APPENDIX C	Grievance Report	58
APPENDIX D	1995 Memorandum of Understanding	59
APPENDIX E	Selling As A Job Requirement (Dated 9/24/04)	60
APPENDIX F	2010 Letter of Understanding (Dated 9/15/10)	62

**AGREEMENT**  
**BETWEEN**  
**WINDSTREAM FLORIDA, INC.**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**

This Agreement, made this 1st day of August 2016, by and between Communications Workers of America, hereinafter called "Union" and Windstream Florida, Inc., hereinafter called "Company":

Whereas, the Union and the Company now desire to enter into an Agreement with respect to the recognition of the Union as the certified exclusive bargaining representative of the employees within said unit, and for other purposes hereinafter set forth;

Now, Therefore, the parties do agree as follows:

**W I T N E S S E T H:**

The Company hereby recognizes the Union, for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment, as the exclusive bargaining representative of all plant department, traffic department, (including all plant clerks in the engineering department); but, excluding all other engineering department employees, confidential employees, bookkeepers, plant accountant, professional employees, district managers, and all other supervisors as defined in the Act and all guards.

The Union and the Company, in consideration of mutual covenants herein contained, agree that during the effective life of this Agreement, the following provisions shall govern the relationship between the parties.

## ARTICLE 1

### DEFINITIONS

A. Regular Rates of Pay. The regular rates of pay including evening and night differentials.

B. Calendar Week. A consecutive period of seven (7) days, the first day of which is Sunday.

C. Call-Out. Call-out within the meaning of this section shall be defined as meaning a call of an employee from his own time to perform work for the Company, except:

1. If the time worked immediately precedes or follows and connects with regularly scheduled time, it shall not be considered call-out.
2. Call-out time shall include reasonable travel time to and from the employee's residence, or its equivalent. Each call-out shall be considered separately in the computation of time and payment.
3. When a second call-out is made within two and one-half (2½) hours of the start of the first call-out and the second call-out is occasioned by the same trouble, which occasioned the first call-out, the second call-out will be treated as a continuation of the first call-out.

D. Evening and Night Differentials. Payments shown in Article 3, Section P, made to employees who work tours which fall wholly or partly within the period of 7:00 p.m. and 7:00 a.m. If any part of the tour falls within said hours, the employee shall receive the applicable differential for all hours worked in said tour.

E. Full-Time Employees. An employee who works a normal work week.

F. Gender. Whenever the masculine gender is used, it is intended to cover female employees as well, where applicable, and vice versa.

G. Headquarters Exchange, Location, Town. An exchange, location or town designated by the Company as being the place of employment for a particular employee.

H. Holiday Work. Any work which begins on an authorized holiday.

I. Seniority Credit. See Article 18.

J. Non-Scheduled Day. A day on which an employee is not assigned or scheduled to work.

K. Normal Tour. Hours of work in any day as set by the Company not to exceed eight (8) hours.

L. Normal Work Week. A normal work week shall consist of the first five (5) tours, or their equivalent in tours and part tours, worked in a calendar week.

M. Overtime Rate of Pay. Overtime rate of pay is one and one-half (1½) times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

N. Part-Time Employee. A regular or temporary employee who is normally assigned to work less than the number of hours in the normal work week.

O. Part Tour. A work assignment of less length than the normal tour or work day.

P. Promotions. Reassignment to a job having a higher maximum rate or top basic rate within the bargaining unit.

Q. Regular Employee. One whose employment is reasonably expected to continue for more than one (1) year, except those classed as "temporary" employees.

R. Temporary Employee. One hired for a project or a period of time not to exceed twelve (12) months. If employment continues for more than twelve (12) months the job shall be considered as a regular job and be posted for bids accordingly. Temporary and part-time employees will receive

wages, overtime pay and meals as provided for in this Agreement and will be entitled to all holidays with pay provided he/she works the day before or the day following the holiday.

S. Scheduled Hours. All hours within an employee's scheduled tour.

T. Scheduled Tour. Any of the tours, which are officially posted on the weekly work, schedule for a particular employee.

U. Session. One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session shall not be less than three (3) hours.

V. Split Tour. A normal tour where the time interval between the end of the first session and the beginning of the second session is more than one (1) hour.

W. Sunday Work. Any work which begins on a Sunday. See Definition Z.

X. Transfer. Movement of an employee from one work group to another within the same job title classification, or from one reporting location to another within the same job title classification.

Y. Hourly Rated Employee. An employee whose basic rate of pay is established on an hourly basis.

Z. Work Day. The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour or call-out is a part of the work day on which such tour or call-out begins. Any connecting time, which precedes a tour, is a part of the work day on which the connecting time begins. Any connecting time, which follows a tour, is a part of the work day on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day shall be at the rate prescribed for that day.

AA. Work Group. A group of employees who work under the same first line supervision and who are regularly interchanged on work assignments and regularly relieve each other. Provided, however, that nothing herein shall infringe on the Company's right to determine the make-up of a work group or to change the composition of same.

## ARTICLE 2

### WAGES

A. Full-Time Employees. The rates of pay and progression schedules for full-time employees shall be those shown in Appendix A, attached hereto and made a part hereof.

B. Part-Time Employees.

1. The rate of pay and amount of increase for a part-time employee shall be prorated by relating his hours of work to the normal work week.
2. The same intervals as a full-time employee.

## ARTICLE 3

### HOURS OF WORK AND BASIS OF COMPENSATION

A. Full-time employees shall in all departments be paid at the overtime rate of one and one-half (1½) times the regular hourly rate for all time worked in any one (1) day in excess of the length of a normal tour, or for any time worked in a calendar week in excess of five (5) tours or their equivalent. Authorized holidays on which an employee may be released shall be counted as one (1) of these five (5) tours.

B. Employees called out to work on a day on which they are not scheduled to work shall be paid at the overtime rate of one and one-half (1½) times the regular hourly rate for all such work. See Article 19 relative to scheduling and changes in schedules.

C. Employees called out or scheduled to work during hours outside their scheduled hours for that day shall be paid at the overtime rate of one and one-half (1½) times the regular hourly rate for all such call-out time. See Article 19 relative to scheduling and changes in schedules.

D. The Company guarantees to employees called out a minimum of two (2) hours at one and one-half (1½) times pay at the regular rate.

E. Any overtime paid for work on any day or days will not be compensated for again in computing overtime due for the week, except for time not worked but paid for on a holiday or vacation shall be considered as time worked in the computation of overtime.

F. The Company guarantees to employees called out on a holiday a minimum of two (2) hours at one and one-half (1½) times pay at the regular rate.

G. Opportunity for overtime pay shall be equalized insofar as practical within each work group. Such equalization and the record keeping thereof shall be separate by call-out versus other overtime, it being recognized that equalization of call-out overtime may be more difficult given geographic considerations. (Scheduled holiday work shall not be part of overtime equalization records.) The Company will, quarterly, post overtime records at each reporting location showing, by work group, the amounts of overtime worked in the calendar year by each member of the work group. Call-out overtime will not be included on this posting. If an employee does not wish any overtime he/she may so indicate to his/her supervisor and it will be posted on the overtime record relieving the Company of the responsibility of future contacts with its employee. This does not grant the right to refuse overtime. It is recognized by the parties that, on occasion, it is appropriate that an employee be excused from overtime for compelling personal reasons.

H. Overtime work shall be assigned to those employees who carry the title of the job where

the overtime is to be worked, except in cases of emergency, or where the Company is unable to contact employees who carry the title of the job. Example: All overtime (except in emergencies) in the Network Technician's group should be assigned to Network Technicians. All Customer Service Technician's work should be assigned to Customer Service Technicians, etc.

I. All employees will be allowed or assigned a fifteen (15) minute relief period in each session worked. Such relief periods shall be assigned or allowed near the midpoint of the session. Where employees are required to work more than two (2) hours past their normal tour, they will be paid a meal allowance of ten dollars (\$10.00). After the completion of the meal period, the employee will be permitted his relief period of fifteen (15) minutes after each three (3) hours of continuous overtime.

J. Employees working on Sunday shall be paid at the Sunday rate [one and one-half (1½) times regular hourly rate] for all time worked and shall also be paid any applicable evening and night differentials.

K. All tools required to perform the required job shall be paid for by the Company. Employees shall be responsible for the return of tools assigned to them, ordinary wear and tear excepted.

L. Any employee working sixteen (16) hours or more **within a 24 hour period** shall have an eight (8) hour rest period before reporting to his/her next scheduled tour of duty. If such rest period extends into the employee's regular scheduled tour, he/she shall not be required to report to work but will be paid his/her regular straight-time rate of pay for all hours that extend into his/her regular scheduled time. Should an employee be required to report back to work, and before the eight (8) hours has elapsed, he/she shall be paid one and one-half (1½) times the regular rate of pay for all hours worked until eight (8) hours from the time the rest period began.

M. Use of personal vehicles shall be reimbursed at the mileage reimbursement rate established by the Company, from time to time, for all employees. In addition, the Company agrees that employees will not be required to use personal vehicles on Company business.

N. Any tour with a split of more than two and one-half (2½) hours between sessions shall be no more than seven (7) hours in length at straight time rates and shall be paid eight (8) hours pay.

O. Stand-by status will be assigned and administered in accordance with the guidelines set forth below:

1. Stand-by will be rotated within the affected group among qualified employees. Trades of such responsibility shall be in accordance with paragraph 7, below.
2. Employees must respond to the page or call (pager or cellular phone provided by the Company) within thirty (30) minutes, and be available for work within one (1) hour.
3. Employees will receive one (1) hour straight time pay per day, Monday through Friday, and two (2) hours straight time pay; Saturday, Sunday and Company designated holidays.
4. If work is performed, the employee shall receive the applicable call-out payment in addition to the stand-by payment.
5. Assignment of stand-by periods (i.e., the hours, days, and employee groups so assigned) will be at the discretion of the Company. This practice does not supersede normal call-out procedures if additional employees are required to work.
6. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
7. If stand-by assignments conflict with the employee's personal calendar, he/she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee. The Company will not unreasonably withhold supervisory approval of trades and will not require

an individual to work stand-by if he/she trades his/her responsibility with another employee in his/her group.

8. Stand-by periods will normally cover the time from the end of the employee's regular tour to the beginning of the next scheduled tour.
9. Vehicles may be taken home where mutually acceptable to the employee and the Company.
10. Stand-by assignments will be for seven (7) days or less in duration.

Note: "Day" means from 8:00 a.m. on the day the stand-by assignment begins until 7:59 a.m. the following day. (Any such day is one day, and paragraph 3 payment for such day shall be determined by the day of the week upon which the 24 hour assignment begins.)

P. Evening and Night Differentials (All Departments). Employees assigned to work a tour from 7:00 p.m. to 7:00 a.m. will be paid a differential of \$2.00 per hour for those hours so assigned.

Q. In Charge (All Departments). Any employee who is assigned to be in charge or to coordinate the work activities of a group of employees and who contributes to the training of employees shall receive an "in charge" rate of \$1.00 per hour for those hours so assigned in addition to the hourly rate he/she would otherwise be entitled to under the progression schedule applicable to his title and grade.

#### ARTICLE 4

##### NON-PERFORMANCE OF CRAFT WORK

The Company agrees that it will not as a general practice work supervisors on work ordinarily performed by craft employees, except for purposes of training, the enforcement of safety regulations or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of customer service and in such cases nothing herein is intended to prohibit the Company from working such supervisors on such craft work.

## ARTICLE 5

### HOLIDAYS

#### A. Authorized Holidays

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	One-half Day on December 24th
Labor Day	Four Optional Holidays

B. Holidays Falling on Sunday. When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday.

C. Holidays Falling on Saturday. If the holiday falls on Saturday, the preceding Friday will be observed.

D. Insofar as service requirements permit, employees, except those described in 1 and 2, below, shall be excused with regular pay on authorized holidays.

1. Absentees, meaning employees failing to report for scheduled work on the holiday or on either of the days which immediately precede or follow a holiday, shall receive no pay for the holiday unless such absences are excused. Where such absence is occasioned by personal illness, the absence will not be excused if the employee has less than ten (10) years seniority. Where such absence is occasioned by personal illness and the employee has ten (10) years or more seniority, the Company may make its determination (as to excused absence) and holiday pay contingent on the receipt of a satisfactorily completed physician's statement.
2. Employees on formal or informal leaves of absence, for five (5) or more days in a holiday week, including the holiday, are not eligible to pay for such holiday.

E. Employees who work on a holiday shall be entitled to be scheduled to work the same number of days that week, in addition to the holiday, as are scheduled for employees within their work groups who are excused from work on the holidays, provided such employees can be assigned to productive work.

F. To the extent practical, an effort will be made to rotate holiday schedules among employees within a work group in such a manner as to provide for approximate equalization of the privilege of securing holidays off. Each holiday will be considered separately in the rotation of holiday schedules.

G. Employees will be paid a day's regular pay for an authorized holiday [one-half ( $\frac{1}{2}$ ) day's pay for one-half ( $\frac{1}{2}$ ) day before Christmas] except those referred to in subparagraphs 1 and 2, of paragraph D of this Article. This pay is in addition to any pay due for working on the holiday.

H. Employees working on a holiday shall be paid at the holiday rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate.

I. An employee may celebrate his/her optional holidays subject to the following:

1. The date must be mutually agreeable to the employee and his/her supervisor;
  2. The date must be requested by the employee at least one (1) week in advance of the date sought; and
  3. Any denial of a request for a given date shall not be subject to arbitration.
- Optional holidays for employees hired during the current calendar year will be granted according to the following guidelines:

- a. If hired before August 1<sup>st</sup>, new employees are eligible for up to 24 hours of optional holiday pay in their first calendar year of employment.

- b. If hired on or after August 1<sup>st</sup>, and before September 1<sup>st</sup>, new employees are eligible for up to 16 hours of optional holiday pay in the first calendar year of employment.
- c. If hired on or after September 1<sup>st</sup>, employees are not eligible for optional holiday pay in their first year of employment.
- d. New hires cannot receive more than 24 hours of optional holiday pay in their first calendar year.

Optional holidays are voluntary and should be taken prior to the end of each calendar year or be forfeited. Optional holidays, if not taken prior to the date of notice of termination, will not be included in the calculation of any termination pay benefits.

## **ARTICLE 6**

### **VACATIONS**

A. Vacation with pay shall be granted in accordance with the following schedule:

- 1. If hired between January 1<sup>st</sup> and June 30<sup>th</sup> of the calendar year, new hires are eligible for one (1) week of vacation on the first of the month in which the six-month service anniversary occurs. Employees will be eligible for an additional two (2) weeks of vacation in the January following the 6-month service anniversary.
- 2. If hired between July 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year, new hires will receive one (1) week of vacation in the month in which the 6-month service anniversary occurs. The employee is eligible for a second week of vacation on the first of the month in which the 12-month service anniversary occurs.

Employees will be eligible for an additional two (2) weeks of vacation in the January following the 12-month service anniversary.

- a. Three (3) weeks vacation with pay to employees who will complete six (6) years of seniority within the calendar year in which the vacation is to be granted.
- b. Four (4) weeks vacation with pay to employees who will complete fifteen (15) years of seniority within the calendar year in which the vacation is to be granted.
- c. Five (5) weeks vacation with pay to employees who will complete twenty-five (25) years of seniority within the calendar year in which the vacation is to be granted.

B. If service requirements permit, vacations may be taken at any time during the calendar year with as many vacation periods being made available during the desirable periods of the year as is consistent with service requirements. Not later than October 1 of the preceding year, the Company shall post a statement, by work groups, showing the available periods within which vacations may be taken and the number of vacations available for each period, for the following year. Vacations must be selected by December 31.

C. Not later than November 15, the Company will make a reasonable effort to contact employees in the order of their seniority, so they may choose a vacation period from those available. The "order of seniority" as used in this section shall be determined by the employee's seniority on January 1 of the vacation year.

D. After vacation assignments have been completed, a list of such assignments shall be prepared and posted, or shall be otherwise available to employees throughout the calendar year.

E. In scheduling vacations, weeks in which a holiday falls will be scheduled in the same manner as other weeks. Where a holiday falls during an employee's vacation, he/she shall choose an additional day of vacation at a mutually agreeable time during the year.

F. Vacations may be rescheduled during the unexpired portion of the vacation year upon the request of any employee:

1. Provided no replacement is required, vacation periods shall be rescheduled upon the request of an employee.
2. Where a replacement is required and an agreeable change can be made with another employee, vacation periods shall be rescheduled upon the request of an employee.
3. If an employee is ill on the first day of his vacation or during his vacation to the extent that he/she would be unable to take his vacation, then his vacation or such segment shall be rescheduled upon request.

G. Once vacations have been scheduled, they shall not be changed at the initiative of the Company except in cases where service requirements demand such changes or such changes will obviate the layoff or separation of other employees.

H. Except as provided in paragraph N, below, vacations must be taken in calendar weeks. Vacations shall not be cumulative and must be taken during the current vacation year.

I. Vacation pay for each week of vacation shall be the employee's basic pay plus the weekly average of any hourly differentials received by the employee during each of the three (3) weeks preceding the week any vacation period or segment begins.

J. An employee who resigns and provides the Company with two (2) or more weeks' notice shall be paid the unused portion of 1/12<sup>th</sup> his/her vacation eligibility for the calendar year of

resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this pro-ration policy shall be made for those employees who officially retire from the Company and have worked at least two (2) weeks in the calendar year in which they retire, or are laid off due to the elimination (by the Company) of the employee's job. In those situations, the retiree or laid off employee shall be paid the entirety of the unused portion of his/her vacation for the calendar year. Employees who do not give the required notice or fail to work out their notice, or are terminated for proper cause will not be paid for any pro-ration of unused vacation. Employees, who at date of resignation or termination have used more vacation than the pro rata calculation allows, will be required to reimburse the Company any excess amount or have the amount taken from their last paycheck.

K. If an employee is summoned to report for jury duty during his vacation period, the employee will be allowed to choose another vacation time or reschedule the number of days lost to another date as a result of jury duty.

L. In the event of the death of an employee who has qualified for a vacation under the terms of this Agreement, the amount of vacation pay will be paid to the employee's spouse or paid into the employee's estate.

M. Any employee discharged for misconduct shall not be entitled to receive pay in lieu of vacation that has not yet been taken for the vacation year in which discharge occurs.

N. Upon **five (5)** calendar days advance notice, single **and half** vacation days may be granted, subject to the approval of the employee's immediate supervisor based on the needs of the business. As each such single **and a half** vacation days are granted, it shall be deducted from the employee's remaining **scheduled vacation time**. Within each vacation group, the first request received will be given preference for the day **or half day** requested.

In extraordinary circumstances, an employee may be granted the use of a vacation day **or half day** upon as little as one (1) day advance request, but this shall be restricted to unique and unusual circumstances.

Any employee who while on vacation becomes entitled to bereavement leave shall have his/her vacation rescheduled for that number of work days bereavement leave to which he/she is entitled.

## **ARTICLE 7**

### **EXCUSED ABSENCES**

A. Jury or Witness Duty. If reasonable notice is given to the supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty and no deduction shall be made for any amount of monies received from civil authorities.

B. Deaths. In the event of a death of an employee's wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, stepmother, stepfather, stepchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and grandchild, any such employee scheduled to work shall be excused for a period not to exceed four (4) working days beginning with the date of death and ending with the day after the funeral, without loss of pay at straight time rates for the hours such employee was scheduled to work. Additional time off, without pay, will be granted if necessary and requested. When the relative is a parent or child of the employee, two (2) days without pay will be automatically given if requested. In the case of death of biological aunts and uncles, or any person living in the household of the employee and not specifically referred to above, absence with up to four (4) hours pay shall be allowed to attend the funeral. Additional leave without pay will be granted where necessary and requested.

An employee, when requested to serve as a pallbearer at the funeral of a fellow employee or retiree (of Windstream or its predecessors), shall do so without loss in pay for the necessary time off to serve, not to exceed four (4) hours pay.

B. Voting. If reasonable notice is given to the supervisor, an employee shall suffer no loss of regular pay for time consumed in voting in any election where, because of his scheduled hours of work, it is impractical to vote on his own time.

C. Other Excused Absences. Other excused absences with pay, other than that provided for above, may be permitted in emergencies, if approved by the supervisor.

D. Union Activity.

1. Joint Conferences. Union representation in the employment of the Company shall suffer no loss of regular pay in joint meetings held between management representatives and Union representatives for the purpose of settling disputes or other matters of mutual concern.
2. Collective Bargaining. If the number of employee representatives on the Bargaining Committee is limited to three (3), such employees shall suffer no loss in regular pay for necessary time consumed in collective bargaining with the Company. If the number of employee representatives on the Bargaining Committee exceeds three (3), only two (2) of the employees so serving shall be so compensated.

## ARTICLE 8

### LEAVES OF ABSENCE

A. Leave of absence time is anticipated to exceed a period of thirty (30) consecutive days and shall not exceed more than 365 days.

B. Leave of absence time in excess of thirty (30) days does not count toward accumulated seniority or wage progression credit, except as provided in Section E(4) below. Upon return to work, the seniority date of the affected employee is correspondingly to be adjusted.

C. Leaves of absence time can be paid and/or unpaid. Employees are required to utilize all paid time off available before any unpaid period of leave will begin.

D. Participating employees, while on leave of absence, may continue enrollment in the Company-sponsored group insurance plans, monthly for the billed costs.

E. Applications for leave of absence will be granted or denied as follows:

1. Military (as required by statute).
2. Disability – Any regular employee who exhausts all benefits to which he/she is entitled under Article 24, but who remains disabled shall, upon written request prior to having exhausted such benefits, be entitled to a departmental leave of absence-disability up to thirty (30) days and, if necessary and supported by suitable medical commentary to the Company, a formal leave of absence-disability may extend for the period of the disability, up to a maximum of one hundred fifty-five (155) days. Departmental leaves of absence-disability may be approved by the department head of the employee's department. Formal leave of absence-disability must be approved by the Company manager. The Company shall provide appropriate forms upon request.

Upon return from a departmental leave of absence or a formal leave of absence-disability, the employee will be reinstated to his same classification or to a classification of similar condition and pay without reduction in pay.

3. Upon reasonable notice, employees may, at the discretion of the Company, be granted a formal leave of absence-personal reasons, provided the granting of such leave of absence is consistent with the needs of the Company.

However, there is no guarantee that an employee returned from a formal leave of absence-personal reasons will be reinstated to the same classification, nor to a classification of similar condition and pay.

4. Upon reasonable notice, certified representatives of the Local Union required to be absent for the orderly performance of Union duties, attending conventions, state meetings, job steward schools, etc., shall be excused without pay for a reasonable length of time not to exceed thirty (30) days in any one (1) period. Employees whose Union duties require their absence from Company work for a period or periods in excess of those previously mentioned, shall apply to the Company for a leave of absence without pay, and the Company shall grant such leave for a period not to exceed two (2) years. Such leave shall be without loss of seniority or wage credit and return shall be to the same job classification.
5. Family and Medical Leave – As required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.

F. An employee on leave of absence is on inactive status for all benefit purposes.

G. Employees returning from a leave of absence, who are reinstated shall exercise their seniority for choice of hours in accordance with their seniority.

## **ARTICLE 9**

### **MILITARY AND NAVAL SERVICE**

A. All employees required to enter the military or naval service of the United States under any law which is now in effect, or may, in the future, be enacted by the United States, shall be considered as leave of absence without pay during the period of such service.

B. During military or naval leaves of absence, the employee's seniority shall not be disturbed and all rights accrued by service in the Company shall be preserved, and, upon honorable discharge from military or naval service, upon written application made within ninety (90) days thereof, shall be re-employed in accordance with the provisions of the Military Act.

## **ARTICLE 10**

### **REDUCTION IN FORCE ON LAYOFFS**

A. The Company will notify the Union thirty (30) calendar days in advance of any anticipated layoffs or part-timing. During the thirty (30) days following such notice, the Company and the Union will meet and discuss possible ways to reduce the impact of such layoffs and the procedures to be involved in such layoffs. During such discussions, the possibility of voluntary layoff and possible terms thereof may be a subject of discussion. If no contrary agreement is reached within the thirty (30) day period, layoffs will proceed in accordance with the remaining provisions of this Article.

B. Whenever the Company considers it essential and necessary to part-time or layoff regular employees in any work group, due to a fall off in work, such force adjustments as it may consider necessary shall be made effective among employees through part-timing or layoffs, or both, subject to the following conditions:

1. Temporary employees shall be laid off first.

2. If further layoffs are necessary, they shall be in the inverse order of seniority among employees performing essentially the same type of work, i.e., by job title classification in the particular department of the Company.
3. An employee laid off under paragraph B(2), above, may avoid layoff by claiming a job in a job classification which he/she formerly held and which he/she is able to perform satisfactorily, which job to be claimed is currently being filled by the employee having the least seniority of all employees in that job title classification within the Company.

C. Any employee who is laid off for lack of work shall be given the opportunity to return to the Company's employment at the exchange from which he or she was laid off or any other exchange having a job opening for the period of one (1) year from date of layoff, subject to the following conditions:

4. The employee shall, in writing, notify his or her supervisor of his post office address and of any changes thereof.
5. If an opportunity for employment arises, the Company shall notify the employee by mail, at the address given.
6. The employee shall reply within ten (10) days from date of notice, accepting employment, and agreeing to report within fifteen (15) days from date of notice.
7. Failure of the employee to reply, accept employment within ten (10) days, and to report for work within fifteen (15) days from date of notice, shall cancel his rights under this provision.

8. If several employees are laid off at the same time, such employees will be offered re-employment under the above conditions in the order of their seniority rating at the time of the layoff.
9. Any employee who is laid off for lack of work, who returns to work within one (1) year from date of layoff, shall, upon his or her return to work, retain his/her seniority accumulated up to the date of the layoff.
10. The Company shall not hire, transfer, promote or otherwise fill a vacancy in a job title from which employees were laid off or transferred from (or a job title to which the employee would have been entitled to bump to avoid layoff if there had been a vacancy in such title at date of layoff or if the employee had had sufficient seniority at date of layoff) until all laid off employees or transferred employees have had an opportunity to return to work in their title prior to such layoff or transfer.

D. In the case of layoffs, the Company will notify the employee or employees to be affected not less than ten (10) days in advance of the layoff.

E. New employees shall be added to the seniority list as of the date of employment, but only after completion of sixty (60) days of continuous employment.

F. A regular, full-time employee who is laid off for lack of work shall be entitled to severance pay in the amount of two (2) week's pay at the regular, straight time rate (up to a maximum of twenty-six (26) weeks pay) for each full year of seniority accumulated as of date of layoff.

Any employee re-engaged following layoff will return to the Company such portion of any termination payment received as is in excess of the amount of straight time wages the employee would have been paid if he/she had been actively at work between date of layoff and date of recall. Repayment

may be made in full or by payroll deduction at the rate of not less than ten percent (10%) of basic wage, or a larger amount with the employee's approval until the excess amount is paid in full.

G. In lieu of layoff, the Company may seek volunteers. Employees who volunteer will receive one (1) week pay at the regular straight time rate for every whole year of service to the credit of each respective employee at date of termination.

## **ARTICLE 11**

### **PERMANENT TRANSFERS**

A. Consideration shall be given to the request of an employee for a transfer from one exchange to another, provided service requirements in the exchange from which the transfer is made will permit, and provided that the employee's qualifications are such that his services may be profitably used in the exchange to which he/she wishes to transfer. In the event such a transfer can be profitably made, and service requirements in both exchanges involved in the transfer permit, such a transfer shall not be considered an interruption of seniority, and the so transferred employee takes his place on the seniority roster of the exchange to which he/she is transferred, with a choice of hours at the next revision of the schedule.

B. When the Company decides that a job is to be filled by transfer from one exchange to another in the Company's system, preference shall be granted in order of seniority to employees who are willing to accept the transfer, provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense. Such a transfer shall not be considered an interruption of seniority. The seniority rights of the employee transferred will be exercised for choice of hours at the next revision of schedule.

C. Where the Company determines that a transfer is required from one District to another District to balance the work force within a job classification, the Company will first ask for a volunteer from the District with excess force. If there is no volunteer, the Company will transfer the junior employee (from the District with excess force) to the District to which the transfer is to be made. An employee who would be involuntarily transferred to another District may elect to bump a less senior employee in the same job classification in another District in order to locate in a more favorable (geographic) District than the one to which he/she would otherwise be transferred.

D. An employee involuntarily transferred to another District or exchange shall have the right to return to his District or exchange should a vacancy occur in his classification.

## **ARTICLE 12**

### **TEMPORARY TRANSFERS**

A. Both the Company and the Union recognize the undesirability of regularly temporarily transferring employees to work away from their home location and will effectuate such transfers only to meet service requirements.

B. The Company will temporarily transfer employees who are qualified to perform the work, in order of seniority.

C. If, after fulfilling paragraph B, above, no employee desires the temporary transfer, the Company will assign an employee to the transfer in the inverse order of seniority the first employee qualified to perform the work.

## **ARTICLE 13**

### **TRAVEL TIME, TRAVEL CONDITIONS AND EXPENSES**

A. The Company will designate the place at which employees will report to work.

B. Travel time spent by an employee on Company business between the time when he/she reports for duty and the time when he/she completes his tour of duty, shall be considered as working time.

C. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.

D. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his scheduled or assigned tour, shall be considered as time worked.

E. Reasonable travel time to and from an employee's home or other off the job location to a job because of a non-scheduled or emergency assignment, on any day or night whether scheduled or non-scheduled, shall be considered as working time.

F. When it is to be considered as time worked, travel time shall be paid for on the same basis as actual work time.

G. In the transferring of any employee from the home location to another location for a temporary period, time consumed in traveling to and from the home location to the temporary location is considered working time.

1. Employees away from their home location, temporarily stationed at another exchange, should plan their scheduled tour of duty to include travel time required to return to their home location on the weekend, so that no overtime will be involved in traveling.
2. Where an employee is sent out of town to school or is assigned out of his/her direct manager's area location requiring an overnight stay, the Company will pay the employee a per diem of **\$41.00** for each full day away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances

provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. This per diem shall cover all expenses other than lodging (room and tax only) and transportation to and from the school (from Company), which shall be provided by the Company. In the case of assignments out of the area of the employee's permanent reporting location which are not overnight assignments, but during which the employee purchases meals, the Company shall reimburse the employee as follows: **\$16.00** for lunch, and **\$25.00** for dinner.

3. Employees will be paid a lunch/meal allowance when working outside their direct manager's area.

H. For employees at a temporary location within fifty-five (55) miles of home, if the employee desires to return to and from his job location each night and return the next morning to report to work at the scheduled hour, an allowance of \$40.00 per week will be made.

I. It is contemplated that all employees who are temporarily located at another Company exchange will return to their home location each weekend with the Company furnishing the transportation. Those employees who desire to remain in the temporary location over the weekend will have to pay their own expenses, since the Company is furnishing transportation back to the home location.

J. Any time spent traveling to or from a school (before commencement of course of instruction and at its conclusion) designated by the Company shall be considered as time worked. In addition, the Company will pay for a reasonable number of telephone calls for the employee to call home. If the school extends five (5) weeks or more, the Company will provide transportation for the

employee to travel to his home at least every three (3) weeks. On a case-by-case basis, the Company will discuss optional forms of available transportation with the employee.

K. When, at the request of the Company, an employee is required to move his residence by reason of reporting location transfer, the Company will reimburse the employee for moving expenses (maximum of \$800) if the new reporting location is fifty (50) miles or more from the employee's prior reporting location.

#### **ARTICLE 14**

##### **DISCHARGES, DEMOTIONS AND SUSPENSIONS**

A. Any discharge, demotion or suspension shall be only for proper cause.

B. Any employee who is discharged, demoted, or suspended shall at the time of discharge, demotion or suspension be given a written statement setting forth a general outline for such action.

C. It is mutually understood that all new employees are on probationary employment for six (6) months from the date of employment and a charge that an employee was discharged without proper cause will be subject to the full grievance procedure but shall not be subject to arbitration. In all other matters, other than employment, these employees shall be entitled to the benefits provided by this Agreement.

D. Any employee who is promoted and is subsequently demoted for just cause shall be placed on his previous job with no loss of seniority rights, wages, progression, or any other matters that his seniority would have entitled him/her to.

## **ARTICLE 15**

### **WAGE TREATMENT IN CASE OF PROMOTION OR LATERAL TRANSFER**

When an employee is promoted, his new hourly rate of pay will be determined by adding ten percent (10%) to his previous rate and by placing him/her on the stated step of the new wage schedule which is closest to, but not lower than, the figure resulting from such computation. If the employee is, thereby, placed at a step below the top rate of his new classification, his regular progression date remains unchanged. In no case will the employee be paid above the top rate of his classification.

In the case of a lateral transfer, the employee's wage rate and progression date remain unchanged.

## **ARTICLE 16**

### **JOB VACANCIES AND PROMOTIONS**

A. Job vacancies within the bargaining unit shall be posted for ten (10) calendar days using an on-line posting process (currently RECS) before being filled. The Company will provide equipment to access the on-line postings and provide a reasonable amount of time during the employee's tour to review the postings. The Company will provide the Union President a copy of the job posting.

B. Employees desiring to be considered for the posted job shall submit a bid through the on-line posting process (currently RECS) within ten (10) calendar days from the first day of the job posting (10 calendar days includes the first day of the job posting), stating his/her qualifications, and the reasons he/she desires the job.

C. The Company will fill the posted job within thirty (30) days after the closing date on the bid and notify, in writing, all who bid, as to the persons given the job. In determining the relative qualifications of competing eligible candidates, the Company will consider job knowledge, prior experience, job performance, and performance in the interview process. The interview records shall be

retained by the Company and will be subject to the grievance procedure. When qualifications are substantially equal, seniority shall be the controlling factor in all matters of promotion. Both successful and unsuccessful bidders will be notified on the same date. The successful bidder will be transferred to his new job as soon as practical but within thirty (30) days. The Company may withdraw the job vacancy if it is determined that the vacancy does not exist. The employee may decline the job if within ten (10) days he/she notifies the Company in writing of such from the date he/she is notified of selection.

D. It is recognized that the Company retains the right to conduct oral and/or written tests providing the evaluations are pertinent to the job tested for. The Company will give the employees tested a copy of their grades and evaluation. The Company will advise employees who fail to qualify on tests as to the sections of the test(s) failed. Books supplied by the Company for study will be subject to check out, if available.

E. If the Company has not filled a posted job bid within three (3) months by either selection of a bidder, or the hiring of a new employee, the job will again be posted for bidding before the Company can hire into the job.

F. A classification shall be considered to be higher if the scheduled rate of pay is higher.

G. The following jobs shall be considered as entrance level jobs and not subject to job posting and bidding: Cashiers, Janitors, Coin Collector, Clerk.

H. The Company shall not be required to accord transfer or promotional consideration to any employee who has held his/her job classification for less than one (1) year. Transfer, for purposes of this paragraph, also includes movement from one job title classification to another having the same top rate of pay.

I. The Company agrees that it will not promote or transfer any duly certified Union representative without two (2) weeks written notice to the Local.

J. Employees are able to bid to a lower job with supervisor approval. If disputes arise, they will be handled by the grievance process, but not subject to arbitration.

K. Seniority shall be determined from the seniority roster posted on the bulletin board.

## **ARTICLE 17**

### **WORK ON HIGHER OR LOWER RATED JOBS**

A. In designating one (1) or more employees to relieve temporarily on a higher rated job within a work group, the procedure for selection of such employee will be handled in the same general manner as for the selection of an employee for promotion, except that it will not be necessary to post notices of such temporary vacancies.

B. All time worked by an employee assigned temporarily in a higher maximum rated job shall be paid the hourly basic rate of pay applying to the job to which he/she is temporarily assigned and that his wage experience would otherwise entitle him/her had he/she been permanently assigned to the job, provided that such payment shall be made only if the employee's temporary assignment exceeds four (4) hours in a given calendar week.

C. When an employee is assigned to temporarily work on a lower rated job there will be no reduction in his regular pay during such temporary assignment.

## **ARTICLE 18**

### **SENIORITY**

A. Seniority shall mean the total length of continuous service with the Company or its predecessors from the employee's most recent date of hire. Continuous service shall be terminated when the employee:

1. Quits for any reason;
2. Is discharged;

3. Is laid off for more than one (1) year; or

4. Fails to return from any leave of absence in accordance with the terms of such leave of absence.

B. When any provision of this Agreement calls for the application of the principal of seniority, it shall apply by work group (make up of same to be determined by the Company), except in the case of promotion where its application shall be Company-wide, and except as provided in Article 10.

C. Any employee member of the bargaining unit who leaves the service of the Company and is subsequently re-employed shall, after he/she has completed two (2) years of service since his most recent date of hire, receive credit for his previous service with the Company for purposes of exercising a choice in any matter where order of choice is dependent on seniority credit; after he/she has completed five (5) years of service since his most recent date of hire, he/she shall receive credit for previous service with the Company for purposes of computing benefits, other than pension rights, which are dependent on length of seniority.

D. Employees who transfer to Windstream Florida, Inc. from another company within the Windstream Corporation or from another nonbargaining position (management or nonmanagement) within Windstream Florida, Inc. without a break in their prior service shall have their prior service bridged for purposes of computing all benefits and work practices that are dependent on seniority, except that for purposes of reductions in force pursuant to Article 10 of this contract such employees' prior service will not bridge until his/her first anniversary date in the new position with Windstream Florida, Inc. On such first anniversary date the employee's prior service will bridge for all purposes including reductions in force pursuant to Article 10. The amount of service bridged shall be that amount of seniority to the employee's credit immediately prior to his/her transfer to Windstream Florida, Inc.

E. Where two (2) or more employees are employed upon the same date, seniority between them shall be rotated among these employees.

F. Seniority shall accumulate for a part-time employee, in accordance with the following table:

<u>Number of Hours Normally Assigned Per Week</u>	<u>Seniority Credit (Per Calendar Months)</u>
Up to 8 hours, inclusive	1/5 Month
Over 8 hours to 16 hours, inclusive	2/5 Month
Over 16 hours to 24 hours, inclusive	3/5 Month
Over 24 hours to 32 hours, inclusive	4/5 Month
Over 32 hours	1 Month

The determination of seniority credit for a part-time employee shall be made only at such time as a situation arises which requires the comparison of seniority to determine the rights of such employee.

G. The Company will post on the bulletin board a seniority roster and will keep this roster up-to-date, as personnel changes occur.

## **ARTICLE 19**

### **SCHEDULE OF TOURS**

In all departments, the Company will post no later than 3:00 p.m., Wednesday of the preceding week, the scheduled days and hours to be worked for the following week.

When telephone service requirements necessitate the changing of hours or days to be worked by any regular employee from the original formerly scheduled tour of duty, the treatment will be as follows:

- (a) When less than seventy-two (72) hours notice before the start of work on a change of either hours or days is given to an employee, the employee will work and be compensated for the hours worked at one and one-half (1½) times his basic hourly rate.

- (b) When seventy-two (72) or more hours notice before the start of work on a change of either hours or days is given, the changed tour shall be the employee's scheduled tour and shall be compensated for at the basic straight time rate plus applicable premiums.

Insofar as service requirements will permit, a minimum time interval of eight (8) hours shall elapse between the scheduled ending time of one (1) tour and the scheduled starting time of the next, except when a tour is assigned to an employee with less than the minimum interval between tours because of that employee exercising his seniority for the choice of tours. Scheduled time worked on week days which falls within eight (8) hours from the scheduled end of the preceding tour shall be paid for at the overtime rate.

If shift hours are worked, choice of hours will be granted to employees in the order of their seniority to meet service requirements.

Employees may swap weekly scheduled hours if an agreeable exchange can be worked out, thereby relieving the Company of any obligation for additional pay as a result of the swap. The employees desiring such a swap in hours shall notify the supervisor in charge of the change, if possible, within twenty-four (24) hours of the time the schedule is posted.

The choice of tours does not include the choice of furlough days (meaning non-scheduled days), which shall be assigned and rotated by the Company in such a manner as to provide for every employee to periodically receive desirable furlough days. **Upon 5 days' notice and with management approval, an employee's furlough day may be changed.**

## **ARTICLE 20**

### **CONTRACT WORK LIMITATION**

The Company agrees that it will not contract out craft work to non-Windstream organizations to the extent and degree that it would cause the layoff of any regular, full-time, temporary or part-time employee who regularly performs such work. The Company will notify the Local Union when a Contractor's employees are brought in to perform maintenance work. The notice shall identify the Contractor and the type of work which the Company intends to have the Contractor perform.

## **ARTICLE 21**

### **PERSONNEL RECORDS**

A. Upon request, all personnel records kept by the Company on an employee, which may affect his condition of employment, shall be made available by the Company to the employee for his inspection. Upon written consent of the employee, such records shall be made available to the Union where the Union requests same for the purpose of handling or the investigation of a grievance.

B. If a reprimand is entered in an employee's personnel file, the employee will receive a copy of said reprimand. Said entry will be made within five (5) working days.

C. Personnel records shall be purged of disciplinary entries thirty-six (36) months after the date of entry if no additional entry has since been entered, unless the disciplinary action relates to conduct that triggers a statutory obligation of the Company, a violation of the Company's Violence in the Work Place Policy or violates Title VII of the Civil Rights Act.

## **ARTICLE 22**

### **GROUP INSURANCE**

A. For the term of this Agreement, the Company will maintain and make available to bargaining unit employees health care plans consisting of medical benefits, dental benefits, life insurance,

vision, prescription drug benefits, and long-term disability benefits, which are offered to non-bargaining unit employees. The employee's contribution toward the cost of such plan will be the same as that of a similarly situated non-bargaining unit employee electing the same coverage.

All health care plans will be administered solely in accordance with the provisions of each plan. The selection of the health care plan administrator, the administration of the health care plans and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

The Company shall have the right to amend the health care plans in any way, including the selection of carriers. However, any amendment diminishing the level of benefits or increasing the cost to the employee/dependent will be limited to those changes applicable to non-bargaining employees.

B. An employee participating in the health care plan of the Company (currently the Consumer 5000, Consumer 6000 and Consumer 6300) will contribute toward the cost of those plans on the same basis as a similarly situated non-bargaining employee.

C. Any employee who retires will be entitled as a retiree to medical insurance coverage equivalent to that provided to similarly situated retired non-bargaining unit personnel. Such coverage will be in combination with Medicare as applicable.

For purposes of this Section, "one who retires" and "retiree" means an employee who upon leaving active employee status is immediately eligible to receive an early retirement benefit or normal retirement benefit from the Windstream Corporation Pension Plan.

For purposes of this Section "Medicare" includes not only Medicare but also every related, similar, and/or replacement benefit or program which presently exists or may in the future be adopted to the extent that such benefit and/or program is available to a retiree for the purpose of assisting in the satisfaction of

medical needs/costs. [It is understood that a retiree will participate in all such programs for which he/she becomes eligible, and that the Company's obligations created by this section may be diminished from time to time should legislative/regulatory changes permit satisfaction of the intent of this section at a lesser level of cost to the Company.]

## **ARTICLE 23**

### **RETIREMENT AND PENSION PLAN**

The Windstream Corporation Pension Plan, the provisions of which have been explained to the Union, shall be effective during the life of this Agreement. The provisions of said Plan shall control, notwithstanding any other provisions of this Agreement.

## **ARTICLE 24**

### **SICKNESS AND ACCIDENT**

#### **Payment for Lost Time Due to Incidental Sickness and Accident:**

A. A regular employee with less than ten (10) years seniority shall be paid for incidental absence due to personal illness on scheduled working days in the normal work week, subsequent to the first full day of absence.

An employee with ten (10) years or more seniority shall be paid for all incidental absence due to personal illness on scheduled working days in the normal work week. This treatment shall also apply to a regular employee with less than ten (10) years seniority where the employee's sickness or injury requires admission to a hospital as an "in patient".

Incidental absence, as referred to herein, shall be understood to mean absence on scheduled working days in the normal work week occurring within a period of seven (7) consecutive calendar days or less, beginning with the first day of absence. Said period of seven (7) consecutive calendar days shall be renewed after the employee has returned to work for one (1) full tour.

A full day of absence, as referred to herein, is eight (8) consecutive hours during which an employee is scheduled to work, but during which the employee does not work because of personal illness and is not paid.

If an employee reports for work and goes home sick the following treatment will apply:

1. An employee with less than ten (10) years seniority who goes home sick during the first half of tour (preceding lunch period or break in tour) shall receive four (4) hours.
2. An employee who goes home sick during second half of the tour shall receive eight (8) hours.

This same treatment will apply to the employee who suffers the onset of sickness while at work and who goes to the doctor's office (rather than home) for treatment. (Not applicable to prescheduled appointments.)

Sickness Disability Payments After an Initial Period of Seven (7) Days:

B. After an initial period of seven (7) consecutive calendar days of absence due to illness during which an employee fails to work by reason of sickness, he/she will receive sickness disability benefits as follows:

Less than two (2) years seniority:

1 week full pay; 5 weeks half pay

More than two (2) years seniority, but less than five (5) years seniority:

3 weeks full pay; 6 weeks half pay

More than five (5) years seniority, but less than ten (10) years seniority:

6 weeks full pay; 9 weeks half pay

More than ten (10) years seniority, but less than fifteen (15) years seniority:

18 weeks full pay; 19 weeks half pay

More than fifteen (15) years seniority, but less than twenty (20) years seniority:

22 weeks full pay; 22 weeks half pay

More than twenty (20) years seniority, but less than twenty-five (25) years seniority:  
26 weeks full pay; 26 weeks half pay

More than twenty-five (25) years seniority:  
32 weeks full pay; 20 weeks half pay

An employee absent due to illness within fourteen (14) calendar days of his return to work from the same illness for which sickness disability benefits were paid will not be required to undergo an additional waiting period in connection with the subsequent illness.

Successive periods of sickness disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.

"Full pay" and "half pay" shall be computed at the employee's basic straight time hourly rate, not including overtime, differentials, or other premium payments, at the time disability is incurred.

C. Employees shall not be entitled to receive sickness disability benefits for time which the Company paid them any wages, such as vacation pay.

Upon request, an employee may be required to ask his physician to prepare and forward to the Company a statement outlining the nature of the sickness. Payment for such benefits may be made contingent upon receipt of a satisfactorily completed doctor's certificate. An employee shall not be entitled to benefits if he/she declines to permit the Company physician to make an examination to determine the employee's physical condition.

Benefits under this Article shall be payable only once during the employee's employment history with the Company, in response to disability caused by substance abuse, intoxication, or addiction.

B. In the case of an on-the-job injury, all employees covered by this Agreement shall be qualified to receive accident disability benefits on account of physical disability to work by reason of accidental injury arising out of and in the course of employment with the Company in accordance with the following:

1. Employees with less than five (5) years seniority will receive eight (8) weeks full pay and eight (8) weeks half pay reduced by any amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.
2. Employees with more than five (5) but less than ten (10) years seniority will receive twelve (12) weeks full pay and twelve (12) weeks half pay reduced by amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.
3. Employees with ten (10) to fifteen (15) years seniority will receive twenty (20) weeks full pay and twenty-one (21) weeks half pay reduced by any amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.
4. Employees with fifteen (15) to twenty (20) years seniority will receive twenty-two (22) weeks full pay and twenty-two (22) weeks half pay reduced by any amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.
5. Employees with twenty (20) to twenty-five (25) years seniority will receive twenty-six (26) weeks full pay and twenty-six (26) weeks half pay reduced by any amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.

6. Employees with more than twenty-five (25) years seniority will receive thirty-two (32) weeks full pay and twenty (20) weeks half pay reduced by any amount of benefits payable under laws now in force or which may be enacted such as Workmen's Compensation.

## **ARTICLE 25**

### **NON-DISCRIMINATION**

- A. There will be no discrimination by the Company or any of its agents against any employee because of membership in the Union.
- B. The Company and the Union agree that there will be no discrimination against employees or applicants for employment for reasons of race, creed, color, sex, age, or national origin, and further to comply with all local, state or federal laws pertaining thereto.
- C. The Company will not treat minority groups nor judge their performance any differently or use separate guidelines in judging their merits than what is used with other employees.

## **ARTICLE 26**

### **GRIEVANCE PROCEDURE**

- A. A procedure for the adjustment of a grievance between the Company and the Union, or any employee or employees, as to an unjust discharge, unfair discipline, or other unfair or improper treatment of an employee covered by this Agreement, or as to the interpretation of, or alleged violation of the terms of this Agreement shall be as follows:
- B. No grievance shall be recognized to exist unless it is presented as provided herein, within thirty (30) calendar days after the original occurrence.
- C. Grievances shall be presented and processed in the following manner:

**Step 1:** The grievance will be submitted orally or in writing to the aggrieved employee's immediate supervisor/manager. The supervisor/manager will meet with the employee and/or authorized union representative, within ten (10) working days of receiving notice of the grievance.

**Step 2:** If a resolution cannot be agreed upon by the Company and the Union in step one, the grievance may then be submitted to the 2<sup>nd</sup> level manager above the direct supervisor/manager, within ten (10) days of the Step 1 grievance meeting, and he/she shall meet with the employee and/or authorized Union representative within fifteen (15) working days after receipt of the grievance in Step 2. Before a grievance may be submitted to Step 2, the grievance shall be written on the grievance report form signed by an authorized representative of the Union.

**Step 3:** If a resolution cannot be agreed upon by the Company and the Union in Step 2, the grievance may then be submitted to the Level 3 supervisor/manager above the Level 2 within ten (10) working days of the Step 2 meeting, and he/she shall meet with the Union Grievance Committee within fifteen (15) working days after receipt of the grievance in Step 2. If a resolution cannot be agreed upon by the Company and the Union within ten (10) working days of the Step 3 meeting, a demand for submission for arbitration shall be made in writing to the Company within forty-five calendar days (or more at the mutual agreement of the parties) after the Step 3 meeting.

- a. The written statement shall set forth the general nature of the grievance briefly, but in sufficient detail that dates, times, occurrences and the nature of the circumstances causing the grievance can be readily identified. The statement shall contain a reference to the specific contract article and section, if applicable.
- b. If the Company does not submit their answer to the Union at any step of the grievance procedure within the prescribed time limits, it will be considered an automatic appeal to the next higher level.

It is understood that an International Representative of the Union may be present on the Union's behalf during Step 2 and onward.

D. Nothing contained in this Article shall be construed to restrict in any way the individual right of employees to present grievances directly to the Company, provided the Union has been given an opportunity to be present at the adjustment and such adjustment does not conflict with any terms or provisions of this Agreement.

1. Employees presented grievances shall only be handled in accordance with the procedures outlined in paragraph C, above.

E. Any claim for back wages shall be limited to the amount of wages the employee would otherwise have earned at his basic rate, including any differentials he/she may have been entitled to. However, any such claim shall be reduced by the amount of compensation received by the employee on any other job worked during the period for which the claim is made.

F. It is understood that the parties involved in each step of the grievance procedure may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed. Any waiver agreed upon shall be either made in writing or confirmed in writing.

G. Either the Company or the Union may record grievance meetings.

H. Grievance settlements at Step 1 and Step 2 shall be binding on the parties only with respect to the particular circumstances and employee or employees involved in the grievance so settled and shall not be considered in any way as having a precedent setting effect on any future grievance or grievances. Grievances settled at third level (with or without International Representatives) shall have a precedent setting effect on future settlements of the same nature.

## ARTICLE 27

### ARBITRATION

A. Grievances arising from the interpretation or application of the terms of this Agreement which cannot be resolved through the provisions of the "Procedure for Adjusting Grievances" may, be submitted to arbitration by the Union.

B. The Union shall notify the Company of its intent to arbitrate in writing and signed by an authorized representative of the Union within **forty-five calendar days (or more at the mutual agreement of the parties)** calendar days from the date of receipt of the Company's answer at the Third Step of the Grievance Procedure. Within sixty (60) days from the date of the Union's notice to the Company the Union shall file its arbitration with the American Arbitration Association and notify the Company. This sixty (60) day filing deadline may be extended an additional 120 days with the agreement of Company.

C. Arbitration Procedure:

1. The arbitrator shall render decisions as expeditiously as possible on any and all matters submitted as provided in this Article.
2. The Union and the Company agree to provide all necessary facilities and cooperate with the arbitrator in every way possible.

3. Either on his own initiative or at the request of either party, the arbitrator may hold a hearing and examine the witnesses of each party.
4. Both the Company and the Union shall have the right to cross-examine all witnesses in the arbitration hearing.
5. The arbitrator, the Union, or the Company shall have the right to record or have recorded the proceedings of the arbitration.

D. Authority and Decision of Arbitrator

1. The arbitrator shall have the authority to rule on the full merits of any grievance, properly referred to him and shall have the authority to order an appropriate remedy, but shall not have authority to add to, subtract from, modify or alter any terms of this Agreement between the parties.
2. The decision and/or award of the arbitrator shall be final and binding on both parties.

E. Cost of Arbitration

1. Compensation and expenses of the arbitrator and the general expense of the arbitration shall be shared equally by the parties.
2. Each party shall bear the expenses of its representatives and witnesses.

F. Selection of Arbitrator

1. If, within ten (10) days of a written demand to arbitrate, the parties are unable to agree on the person to be selected as arbitrator, the arbitrator shall be selected by alternately striking from a list of five (5) proposed arbitrators to be provided by the American Arbitration Association upon the request of the Union.

## **ARTICLE 28**

### **RIGHTS OF COMPANY**

The management of the business and the direction of the working force shall remain with the Company, including the right to hire, promote, and discharge for just cause, to use improved methods or equipment, to determine work assignments and tours, to decide the number of employees needed at any particular time or place and to be the sole judge of the communications service rendered the public; provided, however, that this section will not be used for the purpose of discriminating against members of the Union nor shall it alter the meaning of any provisions of this Agreement.

Nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and generally recognized customary functions and responsibilities of management. Moreover, such functions of management as may be included herein, shall not be deemed to exclude other functions of management not specifically included herein.

## **ARTICLE 29**

### **BULLETIN BOARDS**

- A. The Union shall be permitted adequate space to place bulletin boards on Company property where employees report to work.
- B. Union bulletin boards shall conform with those in use by the Company. All Union bulletin boards shall be plainly marked as Union bulletin boards.
- C. Union bulletin boards shall be furnished, installed and maintained by the Union.
- D. Union bulletin boards will be used for such matters as announcements of Union meetings, social functions, nominations and election of officers, information bulletins regarding bargaining and such

other matters as may properly be considered non-controversial or derogatory of the Company or its personnel.

### **ARTICLE 30**

#### **INCLEMENT WEATHER**

A. When employees report to work and because of inclement weather are, in the opinion of the supervisor, unable to safely perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

B. No tours of duty will be postponed, or the plant employees sent home during inclement weather to be recalled later to make up the time lost; instead, other work will be found on which the employee's time can be profitably used.

C. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

D. Employees shall not be paid for scheduled overtime which is not worked because of inclement weather, unless such overtime is scheduled for a day on which the employee is not scheduled to work a regular tour, in which case he/she shall be paid a minimum of four (4) hours pay at the straight time rate, if he/she reports to work.

### **ARTICLE 31**

#### **FEDERAL AND STATE LAWS**

In the event any federal or state law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operating or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## **ARTICLE 32**

### **CERTIFICATION OF REPRESENTATIVES**

The Company and the Union will keep each other currently informed, in writing, of the party or parties responsible for handling grievances at each level of the grievance procedure.

## **ARTICLE 33**

### **NO STRIKE**

The Union agrees that during the term of this Agreement neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Company agrees that during the same period there shall be no lockouts. The Company further agrees that no employee covered by this Agreement shall be required to work as a strikebreaker or required to cross an authorized legal picket line of other Unions.

## **ARTICLE 34**

### **CHECK-OFF**

A. The Company agrees to deduct Union membership dues providing the same is authorized in writing by the employee on a form, a copy of which is attached hereto and made a part hereof, and in accordance with the provision thereof. Such deduction may be based on a percentage of the employee's base rate of pay. Any such authorization shall terminate at any time an employee is transferred to a job classification outside the bargaining unit described above. When such transfer occurs the Union shall be notified.

B. The Company agrees to furnish the Union and Local each month, a list showing the total dues collected, the names of employees for whom the dues were collected, and the names of employees whose deductions were omitted. The Company further agrees to furnish the names of all

new employees, all employees promoted out of the bargaining unit, and all employees who quit or are discharged. The Company will also send the Union a copy of any notice revoking a Union membership dues check-off authorization, within ten (10) days of receipt.

## **ARTICLE 35**

### **PRINTING AND DISTRIBUTION OF CONTRACT**

A. The cost of printing this Agreement shall be borne by the Company and will be done in house.

B. The distribution of this Agreement to employees and new hires in the bargaining unit shall be accompanied by the following notice:

“The Company, by this Agreement, recognizes the Communications Workers of America as the sole and exclusive bargaining agent for those employees of the Company referred to on page 1 of the Agreement attached hereto.

The provisions contained in this Agreement handed you herewith were reached as a result of collective bargaining between the Union and this Company. Affiliation or non-affiliation with any labor organization is a matter solely for the decision of the employees; the decision of an employee in this matter will not affect his employment or advancement with the Company.

## **ARTICLE 36**

### **UNION-COMPANY RELATIONSHIP**

The Company and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its

intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

In furtherance of the spirit of this provision, the Company will introduce new hires to the certified Union representative in his work group.

## **ARTICLE 37**

### **SAFETY**

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers, and the general public.

In recognition of this concern, the Company agrees to meet with Union representatives on request to discuss specific questions that relate to safety.

## **ARTICLE 38**

### **PAST PRACTICES**

It is recognized by the parties that this Agreement contains the entirety of their respective commitments. Any and all past practices not specifically mentioned in this Agreement may be continued, discontinued, or modified by the Company.

## **ARTICLE 39**

### **EXCUSED TIME**

A. Excused time is defined as time [not exceeding thirty (30) consecutive days] away from the job, for reasons other than personal illness or injury, arranged for in advance with local management. Excused time can be paid, not paid, or partially paid based upon the provisions of each article in this contract.

B. Requests for excused time will be granted based upon the customer service requirement needs of the business. Requests must be made in advance (exclusive of Article 7, Excused Absences).

C. An employee on excused time is considered on active status for benefit purposes.

## **ARTICLE 40**

### **AMENDMENTS**

Any provisions of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto without in any way affecting any of the other provisions of this Agreement.

## **ARTICLE 41**

### **LABOR/MANAGEMENT MEETINGS**

The Company and Union shall meet annually for the purpose of discussing any concerns or questions the Union may wish to raise with respect to tools, equipment, training, and/or temporary employee matters. The Union shall initiate the meeting by, at least one (1) month in advance, advising the Company, in writing, of the specific matters it wishes to discuss.

## ARTICLE 42

### DURATION OF AGREEMENT

A. The Agreement shall become effective as of **August 1, 2016**, and shall continue in effect for an initial period to and including **July 31, 2019**. It shall thereafter continue in effect unless terminated by written notice given by either party to the other. In the event of such notice, the Agreement shall terminate sixty (60) days following receipt.

B. The provisions of paragraph A to the contrary notwithstanding, either the Union or the Company may serve written notice on the other party sixty (60) days prior to the expiration date of the initial term of this Agreement, or at any time thereafter, of its desire to negotiate revisions, changes, modifications, and amendments to this Agreement, in which event the parties agree to commence collective bargaining within thirty (30) days of receipt of such notice unless mutually agreed otherwise, and to continue this Agreement in full force and effect provided that the party giving such notice may thereafter terminate this Agreement by five (5) days' notice in writing to the other party expressly setting forth its intention to terminate this Agreement, which notice may not be served sooner than fifty-five (55) days following receipt of the sixty (60) days' notice provided hereinabove in this paragraph B.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this **1st** day of August **2016**.

COMMUNICATIONS WORKERS  
OF AMERICA

By Bill Ehlert

Title CWA STAFF

WINDSTREAM FLORIDA, INC.  
(LIVE OAK, FLORIDA)

By: Bruce Hurlbut

Title: Director HR/Labor Relations  
Director HR/Labor Relations

## **APPENDIX A**

The Wage Progression Schedules set forth herein shall be by department and grade. The titles covered by each schedule are as follows:

### **Schedule 1**

Network Technician

### **Schedule 2**

Customer Service Technician

### **Schedule 3**

Storeroom Person

### **Schedule 4**

Retail Sales Consultant

**APPENDIX A**  
**WAGE PROGRESSION SCHEDULE**

Schedule 1

Network Technician

		Effective	Effective	Effective
	Current	8/1/2016	8/1/2017	8/1/2018
Start	\$ 16.66	\$ 16.95	\$ 17.25	\$ 17.55
6 Months	\$ 17.88	\$ 18.19	\$ 18.51	\$ 18.83
18 Months	\$ 19.14	\$ 19.47	\$ 19.81	\$ 20.16
30 Months	\$ 21.56	\$ 21.94	\$ 22.32	\$ 22.71
42 Months	\$ 24.04	\$ 24.46	\$ 24.89	\$ 25.33
54 Months	\$ 26.52	\$ 26.98	\$ 27.45	\$ 27.93
60 Months	\$ 28.05	\$ 28.80	\$ 29.56	\$ 30.33

**APPENDIX A**  
**WAGE PROGRESSION SCHEDULE**

Schedule 2

Customer Service Technician

		Effective	Effective	Effective
	Current	8/1/2016	8/1/2017	8/17/2018
Start	\$ 16.20	\$ 16.48	\$ 16.77	\$ 17.06
6 Months	\$ 17.42	\$ 17.72	\$ 18.03	\$ 18.35
18 Months	\$ 18.62	\$ 18.95	\$ 19.28	\$ 19.62
30 Months	\$ 21.03	\$ 21.39	\$ 21.76	\$ 22.14
42 Months	\$ 23.46	\$ 23.87	\$ 24.29	\$ 24.72
54 Months	\$ 25.87	\$ 26.32	\$ 26.78	\$ 27.25
60 Months	\$ 27.21	\$ 27.94	\$ 28.68	\$ 29.44

**APPENDIX A**  
**WAGE PROGRESSION SCHEDULE**

Schedule 3

Storeroom Person

		Effective	Effective	Effective
	Current	8/1/2016	8/1/2017	8/1/2018
Start	\$ 14.42	\$ 14.67	\$ 14.93	\$ 15.19
6 Months	\$ 15.40	\$ 15.67	\$ 15.94	\$ 16.22
18 Months	\$ 16.41	\$ 16.70	\$ 16.99	\$ 17.29
30 Months	\$ 18.39	\$ 18.71	\$ 19.04	\$ 19.37
42 Months	\$ 20.38	\$ 20.74	\$ 21.10	\$ 21.47
54 Months	\$ 22.38	\$ 22.77	\$ 23.17	\$ 23.58
60 Months	\$ 23.33	\$ 23.99	\$ 24.66	\$ 25.34

**APPENDIX A**  
**WAGE PROGRESSION SCHEDULE**

Schedule 4

Retail Sales Consultant

		Effective	Effective	Effective
	Current	8/1/2016	8/1/2017	8/1/2018
Start	\$ 12.36	\$ 12.58	\$ 12.80	\$ 13.02
6 Months	\$ 13.19	\$ 13.42	\$ 13.66	\$ 13.89
12 Months	\$ 14.07	\$ 14.32	\$ 14.57	\$ 14.82
18 Months	\$ 15.00	\$ 15.26	\$ 15.53	\$ 15.80
24 Months	\$ 15.45	\$ 15.970	\$ 16.50	\$ 17.04

## APPENDIX B

### PAYROLL DEDUCTION AUTHORIZATION

\_\_\_\_\_  
(Last Name)                      (First Name)              (Dept)      (Local #)                      (Soc. Sec. #)

Beginning \_\_\_\_\_, I hereby authorize Windstream to deduct each pay period from my salary or wages, sickness or accident disability payments, or vacation payments the amount of regular union dues prorated for the pay period or an amount equivalent thereto as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as the quid pro for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. This authorization shall continue in effect until canceled by written notice signed by me, and individually sent by certified mail to the Company during the thirty (30) day period prior to the anniversary date or termination date of the current or any subsequent Collective Bargaining Agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Employee)

**APPENDIX C**  
**GRIEVANCE REPORT**

STEP NUMBER \_\_\_\_\_

AGGRIEVED EMPLOYEE \_\_\_\_\_ JOB TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ LOCATION \_\_\_\_\_ DATE PRESENTED \_\_\_\_\_

PRESENTED TO \_\_\_\_\_ CONTRACT PROVISIONS INVOLVED \_\_\_\_\_

STATEMENT OF THE GRIEVANCE: What happened? Who is involved? Where it happened?  
When it happened?

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THE SETTLEMENT DESIRED BY THE UNION: \_\_\_\_\_

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\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date Signed

DISPOSITION BY COMPANY: \_\_\_\_\_

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\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date Signed

## **APPENDIX D**

### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

**WINDSTREAM FLORIDA, INC.**

#### **AND**

**COMMUNICATIONS WORKERS OF AMERICA**

A product of our 1995 negotiations was the consolidation of certain old job titles into the new job titles of Network Technician and Customer Service Technician. The purpose of the Memorandum of Understanding is to recite certain understandings with respect thereto. Those understandings are as follows:

For the purpose of administering any employee request under Article 10B(3) of the underlying collective bargaining agreement, any person who held a Switchperson or PBX/ Installation-Repair Person Special Services job title prior to August 1, 1995, shall be considered to have previously held the position of Customer Service Technician.

With respect to the 1996 and 1997 vacation years, vacation groups may continue to be formed on the basis of prior job assignments and experience. Thereafter, vacation groups shall be composed only of employees holding the same job title classification or of employees who relieve one another. (There may be more than one vacation group composed of those holding the same job title.) It is understood that the same lead-in time and flexibility will be required of Saturday scheduling, the scope of Stand-By groups and equalization of overtime matters for the period required to accomplish the training necessary to qualify those being reclassified.

One of the purposes of consolidating job titles is to combine duties within single job titles, and to ensure assignment of multiple duties to the individual employees within the respective new job title(s). However, it is also recognized that, at least for a period of time, employees within a given job title may be regularly assigned duties which are less encompassing than the entirety of those duties within the job title. Therefore, the Company will entertain requests from employees to be given work or job assignments which, for the majority of the work day, involve duties which the employee most desires to perform and which can be performed effectively and efficiently by the employee making the request. While it is convenient, effective and efficient for the Company to voluntarily accommodate such requests, the employee will, nevertheless, perform each duty of his/her classification if requested to do so.

Since the combination of job titles will require additional training for all or most of the employees assuming those new titles, it is recognized that reasonable training opportunities should be accorded. The extent of such training and the selection of those to be accorded particular training will be determined at the sole discretion of the Company. The Company will, however, discuss with the Union any concern which may arise suggesting that too much or too little training opportunity is being provided to individual employees.

## APPENDIX E

### ALLTEL COMMUNICATIONS, INC.

50 Executive Parkway  
Hudson, OH 44236-1676

Katherine J. Warr  
Director  
LABOR RELATIONS  
330-650-7456



September 24, 2004

Ms. Judy K. Robertson  
CWA Representative  
Communications Workers of America  
2180 West State Road 434  
Longwood, FL 32779

RE: ALLTEL Florida, Inc. (Selling As A Job Requirement)

Dear Judy:

During recently concluded bargaining we discussed the above. The purpose of this letter is to recite our understandings.

First, the Company does not intend to establish sales quotas. This does not mean that employees are not expected to sell Company services and products. Indeed, employees are presently doing so. To the contrary, it simply means that any quota would fail to take into account all of the variables that should be considered in evaluating any employee's job performance.

Second, the Company does consider selling of Company products and services to be a job requirement. Particular emphasis is placed on those with customer contact. The focus here should be on the selling effort. The Company recognizes that some employees are better at selling than others. However, everyone should try, and there is every reason to expect that legitimate effort will result in positive results where employees have customer contact.

Third, the Company also expects employees to cooperate in the record keeping arena (presently the ALLTEL Rewards Program). That is, where the Company creates procedures and mechanisms for recording sales efforts, the employees are expected to follow these procedures and to use these mechanisms. It is my understanding that there has been no difficulty in this regard.

Fourth, to the extent that any bargaining unit employee is asserted to have failed any job requirement, the just cause standard shall govern the propriety of any disciplinary action taken by the Company. Selling is not different from any other job requirement. It is one element of multiple faceted jobs and it should be treated just like any and every other job requirement.

The reason the Company is unwilling to agree that no disciplinary action would ever be taken based "solely" on a failure of selling is that we would not agree to that principle with reference to any job requirement. That does not mean that other issues, principles, and concerns are to be ignored in evaluating an employee's failure of a particular job requirement. Indeed, the principle of "just cause" is sufficiently broad to anticipate the full evaluation of an employee and his/her performance in any disciplinary setting. There are, of course, cases where the failure of a single job requirement may legitimately result in discipline. In other situations, that is not the case. The fact that we can never predict all of the material facts and considerations in advance is the very reason we have adopted the "just cause" standard in our contract.



Ms. Judy Robertson  
Page 2  
September 24, 2004

No one is looking for a reason to discipline employees. The Company is simply seeking to insure that employees understand the significance of sales, and that each employee will put forth his/her best effort toward that goal. The Company intends to provide employees with the necessary tools to achieve success.

To the extent that the Company might believe that an individual employee is not making the necessary effort toward sales, it (Company) would expect to work with that employee and the Union to assist the employee toward a more successful effort. Disciplinary action would be a last resort. That would, of course, be followed by the same full review which follows any disciplinary action, and would include consideration of all the things you have suggested are material to such matters.

The Company will keep records of both referrals and sales, and will post results on a weekly basis.

The Union acknowledges that selling is a reasonable job requirement. The Union will not challenge that proposition.

The Union reserves the right to grieve if the Company does anything which it believes is unreasonable in carrying out its sales program.

The Company will train employees on products and sales techniques and keep employees informed of price changes and product updates.

Prior to the Company taking any disciplinary action, based on sales failure, the Company shall first involve the Union in an effort to correct the failing.

Very truly yours,

Katherine J. Warn

KJW/dd

cc: R. Kelly  
D. Ryalls  
R. Sommers

APPROVED:

  
CWA Representative

## APPENDIX F

Windstream Communications  
50 Executive Parkway  
Hudson, OH 44236-1676

Katherine J. Warn  
Director, Labor Relations  
t: 330.650.7456

September 15, 2010



Mr. Bill Eberhardt  
CWA Representative  
Communications Workers of America  
2180 West SR 434, Suite 2100  
Longwood, FL 32779

Déar Mr. Eberhardt:

During recently concluded bargaining for Windstream Florida, Inc. (Live Oak), certain articles were renumbered or modified which resulted in changes to previously agreed letters. Where necessary we have modified those items.

### 2007 Understandings:

1. The Company may develop and implement sales incentive programs and recognition programs which will provide employees the opportunity to earn merchandise, cash, meals, recognition and other awards of value based on individual and/or collective (e.g. team) performance in achieving standards developed and administered solely by the Company. The Company shall have the right to alter, amend or discontinue any such program. The company will notify the Union of any changes to such programs.
2. If training opportunities for a higher classification become available due to an open seat(s) at a class, the Company will contact the Union and discuss how to fill the seat(s), giving due consideration to seniority of those requesting the training.
3. The Company shall provide the responsible CWA Staff Representative a complete draft copy of the new contract within thirty (30) days after ratification of Local membership.

Listed below are understandings reached in bargaining sessions prior to 2007:

1. Pay check delivery will be eliminated per discussion at bargaining. On Friday payday morning the employee's paycheck will be mailed for delivery to the employee's designated address.
2. Requests for personnel records should be directed to the employee's supervisor and the Company will provide the requested information within a two week period. Moreover, only entries made in the employee's file during the 36 month period prior to the request or any other entry which the Company might rely upon for disciplinary purposes will be provided, except where a special request for specific documents outside that time period was made. (Where a Union representative makes a request for such information during a grievance procedure, the Company representative to whom the request is made shall initiate the process.)



3. The company will meet with union representatives on a quarterly basis or as requested to discuss any upcoming changes in the business, policies, or procedures.
4. It is recognized that the Company has the right to assign employees to perform functions which are normally performed by employees holding other classifications. The purpose of Article 15 of the collective bargaining agreement is to provide for pay treatment in such situations. However, the Company does not intend to interchange employees between classifications in this manner for the purpose of avoiding the filling of permanent vacancies.
5. It is not the purpose of a "call out" to hold an employee on unrelated work in order to equate actual time worked to the minimum call-out payment.
6. Temporary employees who are hired as regular employees will be granted seniority and wage service credit consistent with the number of hours worked as a temporary employee immediately prior to hire as a regular employee.
7. The parties have discussed and are in agreement that an employee's vacation week is the calendar week, i.e., Sunday through Saturday. Further, the Company will make every effort to schedule an employee off the weekend before and the weekend following his/her scheduled vacation week(s).
8. With regard to the Company vehicle use in instances where employees are assigned Company vehicles for out-of-town schooling, the Company will modify its policy as discussed in negotiations, thereby reducing the restrictions on such use.
9. When the Company intends to search an employee's personal locker or employee's Company vehicle, the Company will be required to have said employee available.
10. While we have agreed to utilize the new check-off authorization attached to the collective bargaining agreement, it is understood that the Company is not bound to check off dues contrary to Florida statute.
11. When an appropriate CWA-COPE Political Contribution Committee Authorization form is received from a bargaining unit employee, the Company will withhold the amount noted and transmit same to CWA-COPE Political Action.
12. Article 16, paragraph G, of our new collective bargaining agreement has been revised by deletion of the Right-of-Way Person, Line Person, and Cable Helper job titles. Should those jobs be recreated, it is recognized that they would become bargaining unit positions.

Mr. Bill Eberhardt  
September 13, 2010  
Page 3



13. Appendix D is a 1995 Memorandum of Understanding referencing the changes in job titles which have been made and the practical understandings associated therewith. That Memorandum of Understanding is part of the collective bargaining relationship between the parties.

14. Per our discussions at bargaining, reimbursement for meals will be processed using the benefit input form.

If the above properly reflects our understandings on the matters referenced, please sign below.

Very truly yours,

Katherine J. Warn

KJW/emk

APPROVED:

By \_\_\_\_\_  
CWA Representative