

**AGREEMENT**

**BETWEEN**

**WINDSTREAM OHIO, INC.**

**(NEWARK SERVICE AREA)**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL NO. 4324**

**Effective**

**October 1, 2022 through September 30, 2025**

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**AGREEMENT**  
**BETWEEN**  
**WINDSTREAM OHIO, INC.**  
**(NEWARK SERVICE AREA)**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**

Agreement made and entered into effective October 1, **2022**, between Windstream Ohio, Inc. (Newark Service Area) (hereinafter referred to as the “Company”) and the Communications Workers of America (hereinafter referred to as the “Union”).

**ARTICLE 1**

**Recognition**

The Company recognizes the Union, for the purpose of collective bargaining with respect to wages, rates of pay, hours and other conditions of employment, as the sole and exclusive bargaining representative of all employees employed by the Company, excluding all managerial employees, confidential employees, and professional employees, engineering department employees, guards, and supervisors as defined in the National Labor Relations Act. Each newly hired employee and each employee new to the bargaining unit will be introduced by a supervisor to the appropriate Union steward within fifteen (15) days of the employees hire date.

This Agreement shall be binding upon the parties hereto, their successors and assigns. No provisions, terms, or obligations herein contained shall be modified, altered or changed in any respect by consolidations, mergers, or sale of the Company for as long as this Agreement is in effect.

In the event that Windstream (Newark Service Area) is purchased or otherwise taken over by any other corporation, entity or person, that corporation, entity or person shall be the successor to Windstream's Collective Bargaining Agreement and shall be obligated to honor the terms and conditions of this Collective Bargaining Agreement.

## **ARTICLE 2**

### **Definitions**

"Regular employee" means one whose employment is reasonably expected to be permanent at the time he/she is engaged.

"Part-time employee" means a regular or temporary employee who is scheduled to work less than five (5) full tours in each payroll week.

"Temporary employee" means one who is engaged for a specific project or for a time period not to exceed one (1) year, with the definite understanding that employment is to terminate upon completion of the project or at the end of the period.

"Work Group" means a group of employees who perform the same type of work, and who the Company has grouped together for purposes of efficiency and/or customer service. The size and nature of work groups will change from time to time. There may be overlapping functions between work groups, and assignment of an employee to a particular work group does not restrict the Company's ability to assign him/her duties/functions.

## **ARTICLE 3**

### **Non-Discrimination**

Section 1. There will be no discrimination by the Company or any of its agents against any employees because of membership in the Union.

Section 2. The Company and the Union agree that there will be no discrimination against employees for reasons of race, creed, color, sex, age (40 and over) or national origin and further

to comply with all local, state or federal laws pertaining thereto and with the provisions of the Americans With Disabilities Act.

#### **ARTICLE 4**

##### **Union Security**

Section 1. It shall be a condition of employment that all employees of the Company covered by Agreement shall, within thirty-one (31) days following date of employment, become and remain members of the Union. However, the Company shall not be required to discharge or otherwise discriminate against any employee who may be denied membership for reasons other than the failure of such employee to tender uniformly required dues.

Section 2. The Company agrees to make deductions from the pay of any employee covered by this Agreement of Union membership dues upon receipt of a payroll deduction authorization signed by such employee authorizing such deductions. Such deductions shall be made once each month. The Company agrees to pay over to the Secretary-Treasurer of the Union, the membership dues so collected with names of employees listed in alphabetical order. The Union agrees that the Company assumes no responsibility in connection with deduction of dues, except that of forwarding monies so deducted.

Section 3. Quarterly, the Company will provide the Union with the names and addresses of all employees in the bargaining unit. Additionally, when the Company agrees to hire a new employee, the Company will immediately notify the Union of the name and address of such new employee. Both annually and upon a new hire, the information provided will include job classification, and wage rate.

Section 4. The Company agrees to deduct contributions for CWA COPE. Deductions shall begin after the execution of an authorization card. The Company further agrees to transmit said deductions to the CWA International Secretary-Treasurer.

## **ARTICLE 5**

### **Management of the Business**

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 of 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 means of performing the function of the Company.

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 6**

### **Grievance Procedure**

Section 1. The term “grievance” as used in this Agreement shall mean any dispute, disagreement, or difference arising between any employee or the Union and the Company. Both parties shall endeavor to settle a grievance in the simplest and most direct manner, placing proper responsibilities on the employees, the Union representative and the Company representative for the accomplishment of this purpose.

Representatives of the Union (not more than two (2) in any Step of the Grievance Procedure) shall be paid for reasonable time lost from work in attending meetings with the Company under the grievance procedure.

Section 2. Grievances will be presented in the following order and manner unless any Step is waived by mutual consent.

Discussion. Any employee who feels that he/she has a grievance may discuss the matter with his/her immediate supervisor with or without a Union representative. The supervisor shall answer the grievant within three (3) working days of the discussion. If a satisfactory resolution is not met the Union may proceed to Step 1 of the grievance procedure.

Step 1. The employee and representative of the Local Union, shall discuss the matter with the designated Company representative for this step in the Grievance Procedure and such other Company representative as the Company may designate. The grievance shall be reduced to writing on a standard form. The Union designee presenting the grievance shall sign the grievance and the designated Company representative shall give a written answer to the grievance within ten (10) working days of presentation. When completed and signed, the written grievance and the Company representative's remarks shall be binding upon the respective parties for all purposes in the grievance procedure. Two (2) copies of the written grievance and the Company representative's remarks shall be distributed to the Local Union, and two (2) copies shall be distributed to the Company.

Step 2. If the grievance is not settled in Step 1, the Union may refer the matter to Step 2 by written notice to the Company within five (5) working days after receipt of the Company's answer. If no written notice is received by the Company within five (5) working days then the grievance shall be closed, unless the parties agree otherwise in writing. A meeting shall be

arranged between a representative of the Communications Workers of America and the Vice President of Operations or the designee of either for the settlement of the matter at the earliest mutually agreeable time, but not later than twenty-one (21) days after the matter has been referred. The Company shall give written answer to the Communications Workers of America within ten (10) working days after the meeting.

If the Company fails to meet any of the time limits for answering grievances, the Union may move the grievance to the next Step.

Section 3. If a grievance is not presented in writing within thirty-five (35) calendar days of its occurrence, it will be considered not to have existed, unless circumstances of the case made it impossible for the employee or the Union to know that they had grounds for a grievance.

Section 4. Once a grievance has been presented by the Union to the Company, representatives of the Company shall not settle the grievance with the aggrieved employee or employees except in the presence of an authorized representative of the Union.

Section 5. Each party shall notify the other in writing as to who its designated representatives are for each Step in the grievance procedure, within thirty (30) days after the signing of Agreement.

Section 6. In the matter of suspension, disciplinary demotion, disciplinary transfer, or discharge, if after hearing the evidence, the charges are not sustained, the employee shall have his/her record cleared of the charges and in case of loss of wages shall be reimbursed for such loss. No discipline other than discharge will be administered to any employee who shall permanently impair his/her seniority rights. However, nothing in this paragraph shall limit the ability of the parties to resolve disputes through the grievance procedure or the authority of an arbitrator to frame an award based on the facts of a given dispute.



Section 7. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, an authorized Union representative may be present if the employee so requests.

Section 8. Whenever an employee is suspended, discharged, transferred for disciplinary reasons, or demoted for disciplinary reasons, an officer or representative of the Local Union shall be notified and, if requested by the employee, given an opportunity to be present. However, this shall not prevent the Company from relieving an employee from duty pending such notice.

Section 9. In pursuing a grievance or grievances, the Union representative or representatives shall be granted access to all pertinent information (relative to the grievance) such as records of date of hire, absence, rate of pay, and date of bids, subject to the approval of the employee.

## **ARTICLE 7**

### **Arbitration**

Section 1. If a grievance is not resolved through the grievance procedure to the satisfaction of the Union, the Union, by written notice to the Company within thirty (30) days after receipt of the Company's second step answer, may demand an arbitration of the grievance. If no written notice to the Company is received within thirty (30) days, then the grievance shall be closed, unless the parties agree otherwise in writing. In the event the parties are unable to agree upon an arbitrator within five (5) working days after such demand the party desiring arbitration shall within fifteen (15) working days after the demand for arbitration, request the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a panel of not less than seven (7) arbitrators. Thereafter the arbitrator will be selected by the alternate striking of names. The

decision of the arbitrator shall be final and binding upon both parties to this Agreement. The compensation and expense of the arbitrator shall be divided equally between the Company and the Union.

The parties have discussed the possibility of submitting disciplinary or other grievances to “mini-arbitration”. The parties recognize that such action may be appropriate with respect to certain grievances and that “mini-arbitration” may be used for certain grievances by agreement of the parties.

Section 2. Except in the case of remedy in a discharge, the arbitrator shall have no power to add to, or subtract from, or modify any of the terms (or provisions) of this Agreement. Nor shall he/she have any power to confer any right, benefit or privilege that is not expressly granted or conferred by this Agreement, nor shall he/she substitute his/her discretion for that of the Company or the Union, nor shall he/she exercise any responsibility or function of the Company or the Union.

Section 3. The time limits provided for, listed under Grievance Procedure and Arbitration, shall be strictly enforced by the arbitrator.

Section 4. Notwithstanding the above, the parties recognize that mediation of grievances and/or expedited arbitration may be appropriate in certain cases. Therefore, upon mutual consent, the parties may utilize such procedures. If mediation is utilized, that process and the results thereof shall be inadmissible in any subsequent arbitration of the same grievance.

## **ARTICLE 8**

### **No Strike**

During the life of this Agreement the Union agrees that there shall be no strikes, work stoppage, slowdowns, or interruption of business, and the Company agrees there shall be no lockouts.

## ARTICLE 9

### Seniority

Section 1. Seniority shall mean length of continuous service with the Company from the employee's most recent date of hire. Continuous service shall be terminated when the employee:

- (a) Quits for any reason;
- (b) Is discharged;
- (c) Is laid off for more than two (2) years; or
- (d) Fails to return from any leave of absence in accordance with the terms of such leave of absence.

Section 2. While seniority is measured solely on the basis of continuous service with the Company, not by the length of an employee's tenure within a particular group or classification, the application of seniority shall be by/within a job title classification, a work group, a vacation group, or Company-wide (promotion), as dictated by the provisions of specific Articles within this Agreement.

Section 3. An employee who is rehired after having had his/her seniority terminated under Section 1, above, will have his/her previous seniority bridged upon completion of five (5) years of continuous service from his/her most recent date of rehire, provided his/her previous seniority was six (6) months or more. Such bridging, however, shall apply only to the employee's entitlement to substantive benefit provisions, and shall not apply for purposes of procedural considerations, e.g., layoff, vacation selection, etc.

Section 4. An employee who is laid off and recalled within two (2) years of layoff date shall, on date of recall, be credited with the seniority and wage service credit which he/she enjoyed at date of layoff.

Section 5(a). Any employee who transfers to the Company from any affiliate telephone operating company (within the Windstream System) shall be credited with seniority in an amount consistent with his/her length of continuous service with such affiliate company, if the company from which the employee is transferring maintains a similar policy with respect to employees of the Windstream Ohio, Inc., Newark Service Area transferring thereto. Such crediting of seniority shall not be effective until two (2) years following such transfer.

(b) Any bargaining unit employee who is transferred to a non-bargaining unit position within the Company and is later transferred back to the bargaining unit shall carry with him/her seniority in an amount consistent with his/her length of continuous service with the Company, if the employee is transferred back to the bargaining unit within ninety (90) days of the date of transfer from the bargaining unit. If such transfer is more than ninety (90) days from transfer out of the bargaining unit, or if the employee had not previously held a bargaining unit position, such crediting of seniority shall not be effective until two (2) years following such transfer from the non-bargaining unit position. If the employee has been out of the bargaining unit for more than ninety (90) days, he/she will not be transferred back into the bargaining unit position unless and until the provisions of the Promotion Article have been complied with, and the vacancy has not been filled by a qualified candidate pursuant thereto.

## **ARTICLE 10**

### **Layoff**

Section 1. Whenever layoffs become necessary in the judgment of the Company, part-time and temporary employees shall be laid off first.

Section 2. If it becomes necessary in the judgment of the Company to lay off regular, full-time employees, the Company will notify the Union, in writing, of such judgment. During the

thirty (30) day period following such notice, the Company and Union will discuss the subject and attempt to reach agreement on the manner of implementing such layoff. Such discussions will include any suggestions the Union might wish to make in the interest of reducing the impact of layoff, including subcontracting which the Company may then be engaged in at the local level, e.g., maintenance type functions. If such agreement is reached, the layoff will proceed in accordance with such agreement. If no agreement is reached within such thirty (30) day period, the layoff will proceed, by job title classification (i.e., within the job title classification where the force adjustment is necessary), in the inverse order of seniority.

The Company may attempt to eliminate the surplus through voluntary means before proceeding to a layoff. The Company may accomplish this through a "voluntary lay-off" procedure whereby employees in the impacted surplus classification(s) may be offered voluntary lay-off in order of seniority until the surplus is eliminated. The Company is not required to offer any incentive, but is permitted to identify the incentive, if any, at the time of the event.

Section 3. Any employee who would otherwise be laid off under the terms of Section 2, above, shall have a right to claim a job in a different work group if (a) the job he/she claims is in a job title classification which he/she has previously, satisfactorily performed on a permanent basis, or in the judgment of the Company he/she is presently capable of performing such work; (b) the job he/she claims is in a lateral or lower rated job title classification; and, (c) the job he/she claims is held by a less senior employee.

Section 4. In rehiring after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed in particular occupational classifications to laid-off employees who held such occupational classifications in the inverse order in which such employees are laid off (a) provided, however, that the employee is qualified in the judgment of the

Company to perform the available work at the time the offer of employment is made and (b) provided, also, that the period of layoff does not exceed two (2) years.

Section 5. Any employee reduced in pay as a result of a reduction in force shall be reduced at the rate of twenty-five cents (25¢) per hour, per pay period, until he/she reaches the appropriate lower pay level. Any employee recalled to his/her old job shall be returned to the wage step or wage interval of his/her old wage schedule which he/she occupied prior to reduction.

## **ARTICLE 11**

### **Promotion**

A job vacant within the bargaining unit shall be posted by the Company at least ten (10) working days using the on-line posting process before being filled.

Qualifications for the job are to be determined by management. In determining the relative qualifications of competing eligible candidates, the Company will consider aptitude, skills, job knowledge, prior experience and job performance, dependability, and the candidates' performance in their interview process. The Company retains the right to conduct relevant written tests and to conduct interviews of candidates in determining qualifications. The Union may review tests that are given, as well as answer sheets and employee scores. In cases where more than one candidate has substantially equal qualifications, then seniority shall prevail.

If there are no qualified employees for unfilled job openings, management may hire new employees to fill the job.

Qualifications listed on job vacancy postings will be uniform within job title, subject to change by reason of technology. The Union will be provided a copy of job vacancy postings.

The positions of Utility Person and Customer Service Assistant shall be entry level positions and shall not be subject to the above bidding provisions. However, vacancies in such positions will be posted, and the Company will consider the application of existing employees.

## **ARTICLE 12**

### **Discharge, Demotions, and Suspensions**

Any discharge, demotion, suspension, or other discipline shall be only for just cause. However, it is mutually understood that all new employees are on probationary employment status for a period of nine (9) months from the date of employment and are subject to discharge at the discretion of management. Any such discharge of a probationary employee shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 13**

### **Excused Time**

Section 1. 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 or assumed to be arranged for in advance with the employee's immediate supervisor. Excused time can be paid, not paid, or partially paid based upon the provisions of each Article in the Agreement.

Section 2. Requests for excused time will be granted or not granted based upon the customer service requirement needs of the business. Requests must be made in advance.

Section 3. An employee on excused time is considered on active status for benefit purposes.

**ARTICLE 14**  
**Leaves of Absence**

Section 1. Leave of absence time is anticipated to exceed a period of thirty (30) consecutive days and shall not exceed more than 365 days.

Section 2. Except as provided in Section 5(d), below, leave of absence time does not count toward accumulated seniority or wage progression credit. Upon returning to work the seniority date of the affected employee is correspondingly to be adjusted.

Section 3. Leave of absence time is not paid.

Section 4. Participating employees, while on leave of absence, can continue enrollment in the Company-sponsored group insurance plans, monthly, for the billed costs, by reimbursing the Company.

Section 5. Applications for leave of absence will be granted or denied as follows:

- (a) Military (as required by statute)
- (b) Disability - Any regular employee who exhausts all benefits to which he/she is entitled under Article 29, 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 medical commentary acceptable to the Company, a formal leave of absence-disability. Such 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 leaves of absence-disability must be approved by the Company Manager.

Upon return from a departmental leave of absence or a formal leave of absence-disability, the employee will be reinstated to his/her same classification or to a classification of similar condition and pay if able to perform full duties of his/her classification or of a similar classification.



- (c) Family and Medical Leave - as required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.
- (d) 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 or to a classification of similar condition and pay.

- (e) Employees elected or selected to full-time positions in the Local Union or International, which takes them from their employment with the Company, shall upon written request from the Union to the Company, receive a leave of absence without pay. The total period of the leave of absence granted to any employee, whether such period is intermittent or continuous, shall not exceed three (3) years. Upon return on or before the expiration date of a leave of absence for Union activities, an employee shall be re-engaged in his/her former job title classification and shall be credited with seniority accumulated during such leave for purposes of selecting tours, selecting vacations and layoff, but not for benefit purposes.

Note: In a case where the employee is entitled to a leave of absence under both subparagraphs (b) and (c) above, the leave shall be granted under subparagraph (b), and any additional leave (extension) to which the employee may subsequently be entitled under subparagraph (c) shall be independently evaluated when the subsequent (extension) leave is requested. In any such case, the length of the leave granted under subparagraph (b) shall be deducted from the length of leave (extended) to which the employee may be entitled under subparagraph (c). Further, in any such case, the subparagraph (c) portion (extension) of the leave shall not be treated as a new leave and shall not qualify for the thirty-day seniority provision of Section 2, above, or benefit provision in Section 6, below.

Section 6. An employee on leave of absence is on inactive status for all benefit purposes.

## **ARTICLE 15**

### **Union Business**

Section 1. Subject to the needs of the business, and upon reasonable notification, employees of the Company who are officers of the Union or duly authorized representatives of such officers shall be given time off without pay to take care of Union business related directly to the collective bargaining unit covered by this Agreement.

Section 2. In bargaining toward future agreements, up to **three (3)** members of the Union Bargaining Committee shall suffer no loss of pay for scheduled time lost by reason of contract negotiations with the Company.

## **ARTICLE 16**

### **Union Representation**

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, an authorized Union representative may be present if the employee so requests.

## **ARTICLE 17**

### **Bulletin Boards**

Section 1. The Company shall furnish and maintain bulletin boards for the Union's exclusive use at suitable locations on premises occupied by departments of the Company. The location of such bulletin boards shall be determined by mutual agreement between the Union and the Company.

Section 2. The use of the bulletin boards shall be confined to:

- (a) Factual notices and announcements of the Union pertaining to the following:
  - 1. Union Meetings.
  - 2. Union elections and nominations.
  - 3. Appointments to Union offices.
  - 4. Union social and recreational affairs.
- (b) Regularly issued financial statement of the Union.
- (c) Jointly signed minutes of conferences between the Union and the Company.
- (d) Agreements concluded by the Union and the Company.
- (e) Such other material as may be approved in writing, prior to posting, by the Company.

## **ARTICLE 18**

### **Payment For Joint Conference Time**

When an employee, as an authorized representative of the Union, attends a scheduled joint conference with the Company, he/she shall suffer no loss of regular straight time pay for hours he/she would have otherwise been actually at work as a part of regularly scheduled time. This provision shall be limited to a maximum of two (2) employees at any joint conference, plus a grievant where presence of a grievant is required in a step of the grievance procedure.

## **ARTICLE 19**

### **Supervisory Work**

It is recognized that, as a general practice, supervisory personnel will not perform work which is regularly performed by bargaining unit members. However, it is also recognized that

there are proper exceptions to this general practice, e.g., situations where training, safety and/or circumstances out of the ordinary relative to customer service justify such work by supervisors.

## **ARTICLE 20**

### **Contract Labor**

Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as may become necessary in the judgment of the Company. However, contracting of work shall not cause the layoff or part-timing of regular, full-time employees customarily performing work of the same nature as that performed by such contract labor.

Upon request by the Union, the Company will explain and discuss its reason(s) for determining to contract work.

It is understood that the transfer of work or functions to other company locations and/or affiliate companies is not covered by this provision and not restricted.

## **ARTICLE 21**

### **Hours**

Section 1. The work week shall be on a calendar basis of a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday. A normal work week for full-time employees shall be any five (5) days within a calendar week. This shall not be construed to constitute a guarantee of a minimum of forty (40) hours of work per week.

Section 2. The Company shall arrange employees into work groups and determine the tours of duty which are available to each such work group. Such work groups and the schedule relating thereto may be changed from time to time to meet the requirements of the service.

Section 3. A normal tour of duty for full-time employees shall consist of not more than eight (8) hours exclusive of a meal period which shall not exceed one (1) hour.

Section 4. All tours of duty shall be considered to be worked on the day that such tour begins.

Section 5. Schedules, except for holiday schedule, shall be posted not later than 5:00 p.m. on Thursday of the preceding week. When hours of scheduled work remain the same from week to week, a single posting shall be sufficient until the hours or days are to be changed. Holiday schedule shall be posted on or before the second Thursday preceding the week in which the holiday falls.

Section 6. Employees within the respective work group shall be afforded their choice of available tours (hours) on the basis of seniority. However, this process shall not have the result of compelling the Company to schedule or leave the Company with no option but to schedule an employee to a particular tour which involves work or conditions which he/she is unable and/or inadequately trained to perform.

The tour selection process shall recur not less frequently than once every three (3) months where the tours available in the work group remain constant. Where the available tours within a work group change, the selection process shall recur.

This Section 6 applies only to the selection of tours (hours) not to the assignment of days off or days to be worked.

Section 7. Any employee who may work a four (4), ten (10) hour per day schedule will be paid time and one-half after working ten (10) hours in a work day.

Section 8. Stand-by: Stand-by duty will be rotated weekly among qualified employees. The annual rotation (January through December) is initiated by a selection process beginning

November 1st of the preceding year. That selection process shall be conducted on a seniority basis and employees will have until December 31<sup>st</sup> to sign up for the number of weeks each must work in the following year. (The number of weeks is based upon the number of employees in the group divided into 52 weeks - each employee will work that number of weeks.) If the stand-by requirements change during the year because of a lesser or greater need and/or because of a greater or lesser number of employees in the group, the Company will make equitable adjustments in assignments for the remainder of the year.

The following is a guideline for administering “Stand-by”:

- (a) Stand-by will be rotated among qualified employees.
- (b) Employees must make himself/herself available for contact by the Company by responding to the page or call within 30 minutes, and be available for work within one hour.
- (c) Employees will receive one-hour straight time pay per day Monday through Friday and two-hour straight time pay Saturday, Sunday, and Company designated holidays.
- (d) If work is performed, the employee shall receive the applicable call-out payment as described in Article 32 in addition to the stand-by payment.
- (e) Assignment of stand-by periods (i.e., the hours, days, and employee groups so assigned) will be at the discretion of the Company. The fact that there may be an employee assigned to stand-by does not relieve other employees from being subject to call-out. This practice does not supersede normal call-out procedures if additional employees are required to work.
- (f) Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- (g) 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.
- (h) 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.

Note: "Day means from 8:00 a.m. on the day the stand-by assignment begins until 7:59 a.m. the following day."

Section 9. Four-Day Work Week: The following guidelines are to be utilized with reference to tours scheduled as a four-day work week:

- (a) An employee must be scheduled for a four-day week at the beginning of a week and remain on this schedule for the entire week.
- (b) All paid or non-paid absence days (sickness, excused work day, day at a time vacation, optional holiday) within a week in which the employee is scheduled for four ten-hour days will be treated as ten-hour days.
- (c) If the employee is scheduled to work a 4/10 schedule during a calendar week in which a holiday falls, the treatment will be according to one of the following:
  1. If the designated holiday, except for Christmas week, falls on a regularly scheduled work day for that employee, he/she shall have three (3) choices: a) being scheduled five (5), eight (8) hour days instead of four ten-hour days; b) working two (2) additional hours at straight time during that work week; or c) taking two (2) hours vacation. Employees must notify the manager of their selection two (2) weeks prior to the holiday.
  2. If the designated holiday falls on a day not a part of the employee's regular schedule, the employee shall work his/her full forty (40) scheduled hours and shall be paid additional eight (8) hours straight time pay for holiday pay. [The holiday pay shall not be counted in the computation of overtime pay for the week.]
  3. Employees on a 4/10 schedule that elect an optional holiday or day at a time vacation will receive ten (10) hours of pay (optional holiday or vacation) for each day taken and will receive the same total number of paid holiday/vacation hours per year as employees on a five (5), eight (8) hour day schedule.
- (d) An employee, who becomes ill and the illness extends to disability, will be assumed to remain on the schedule last worked until the employee is able to return to work or after the disability benefits have been exhausted.
- (e) There will be no restrictions regarding which four (4) days in a week will be scheduled except that at least two (2) non-scheduled days must be consecutive.
- (f) For purposes of debiting vacation accounts and for purposes of determining payments under item (d) of Section 1 of Article 29, a full day is ten (10) hours and one-half (½)

day is five (5) hours for an employee scheduled to work ten (10) hours on the day in question, as part of a four-day work week.

- (g) The Company will determine the number of such tours to be worked, if any, and the duration. Selection will be according to Article 21, Section 6.
- (h) During Christmas week, the Company will schedule employees 8:00 a.m. to 5:00 p.m. on five (5), eight (8) hour workdays, Monday through Friday, rather than four (4) ten (10) hour days.

Section 10. Every effort will be made to equalize overtime opportunities within work groups. Employees shall be canvassed quarterly as to whether they would like to be on the call-out list. An employee who desires to be called for overtime outside of their regular hours shall provide a preferred contact number to their supervisor.

This does not preclude the employee from working connecting overtime, service emergencies, or when no one else is available to work.

## **ARTICLE 22**

### **Jury or Witness Service**

Employees will be excused with pay for scheduled straight time lost on account of jury or witness service, with deduction for any amount received from governmental authorities. This shall not include witness duty where the employee is a party to the litigation. However, it is understood that the prosecuting witness (victim) in a criminal proceeding is not a “party” for purposes of this Article.

## **ARTICLE 23**

### **Bereavement**

In the event of the death of an employee’s mother, mother-in-law, father, father-in-law, stepparent, stepmother-in-law, stepfather-in-law, brother, sister, spouse, son, daughter, brother-in-



law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepbrother, stepsister, grandparent, or grandchild any such employee scheduled to work shall be excused for a period not to exceed **four (4)** days, beginning with the date of death and ending with the day following the funeral, without loss of pay at straight time rates for the hours the employee was scheduled to work. In the case of the death of an employee's aunt, or uncle, the employee will be excused without loss of pay for attendance at the funeral (one (1) day). The Company may grant additional time off, with or without pay, where the circumstances of the bereaved employee justify such treatment.

## **ARTICLE 24**

### **Pension Plan**

Effective October 1, 1980, the Windstream Corporation Pension Plan shall be applicable, according to its terms, to the employees covered by Agreement. The terms and provisions of the Plan shall prevail.

## **ARTICLE 25**

### **Holidays**

Section 1. The following days are designated as holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
5 Optional Holidays

Holidays will be celebrated on the day set for celebration by federal statute if a date for such celebration is set by federal statute. A holiday is equal to eight (8) hours.

Section 2. If a recognized holiday occurs on a Sunday, the following Monday shall be designated as a holiday. If a recognized holiday falls on Saturday, the proceeding Friday shall be designated as the holiday.

Section 3. In order to be eligible for holiday pay, an employee must work the scheduled day before the holiday, the scheduled day after the holiday, and any work scheduled on the holiday.

Section 4. The holiday tour for night employees shall be the tour that begins on the holiday.

Section 5. Consistent with operating needs, employees may observe optional holidays any time during the calendar year. Supervisors have the responsibility for scheduling, approving and reporting when an employee takes optional holidays. An employee normally must arrange for an optional holiday at least one (1) week prior to the day that is requested. The optional holiday should not normally be taken on the scheduled work day before or after a Company designated holiday or other optional holiday.

Optional holidays for employees hired during the current calendar year will be granted according to the following guidelines: New employees hired before August 1 and after completing ninety (90) days of employment service will be eligible to receive three (3) optional holidays. New employees hired on or after August 1 but before October 1 and after completing ninety (90) days of employment service will be eligible to receive one (1) optional holiday. In no case will an employee receive more than three (3) optional holidays in the calendar year in which hired.

Optional holidays are voluntary and should be scheduled as soon as possible, but no later than October 1 of the current year. Any remaining optional holidays not scheduled prior to October 1 will be scheduled by the Supervisor based on availability or will 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.

(Note: On Good Friday, Veterans' Day, Day After Thanksgiving, and Christmas Eve, up to fifty percent (50%) of each work group will be permitted to take optional holidays to which the respective employee may be entitled.)

## **ARTICLE 26**

### **Vacations**

Section 1. The vacation year shall be from January 1 through December 31.

Section 2. Vacations with pay for regular employees will be granted in accordance with the following schedule:

- (a) An employee will be entitled to take one (1) week vacation (40 hours) in the calendar year during which his/her first anniversary date falls, but not sooner than six (6) months after date of hire.
- (b) Effective January 1, 2020 employees whose second and subsequent employment anniversary dates fall within a calendar year are entitled to vacation any time in such calendar year, as follows:

Calendar Year in Which Following Anniversary Date Falls:

2 to 3 years	2 weeks (80 hours)
4 to 10 years	3 weeks (120 hours)
11 to 24 years	4 weeks (160 hours)
25 and more years	5 weeks* (200 hours)

\*One week vacation must be taken between January 1<sup>st</sup> and April 30<sup>th</sup> inclusive or between November 1<sup>st</sup> and December 31<sup>st</sup>, inclusive.

Employees impacted by the above change during 2020 are: Robert Lindsey, Jr., Shannon McLaughlin, and Aaron Ricketts. These employees will be eligible for four (4) weeks' vacation.

Section 3. The basic employee vacation groups involved and the number of people within each of these groups to be on vacation at any particular time during the entire calendar year will be determined by the Company. The Company may change vacation schedules to assure necessary orderly operation of the business. [The Company will reimburse any employee who loses an

advance deposit by reason of having his/her vacation canceled by the Company.] Choice of vacation periods within each group will be in the order of seniority.

Vacation schedules will be posted as soon as possible after October 1<sup>st</sup> of the preceding year and must be completed by December 31<sup>st</sup> of the preceding vacation year. After this date, vacations will be assigned by the supervisor of the group involved. Changes and trades of vacation periods, once selected, may be made with the advance approval of the supervisor.

Section 4. Vacations shall cover full calendar weeks and shall not extend beyond December 31, except in those cases where the last week of a calendar year is scheduled as vacation and such work week overlaps into the following year. However, at the time that all vacations are selected, and as a part of the regular vacation selection procedure, any employee entitled to two (2) weeks or more vacation may designate one (1) week selected as his/her “reserved week”. Any employee entitled to four (4) weeks or more vacation may designate one (1) week or two (2) weeks selected as his/her “reserved week(s)”. Any employee who so designates a “reserved week(s)” may be permitted to take up to five (5) days or ten (10) days [for those designating two (2) weeks] vacation a day at a time [up to five (5) such days may be taken in one-half day segments], and two (2) days of those five (5) days may be taken in two (2) hour increments subject to the following conditions:

- (a) All requests must be made at least one (1) week in advance of the day sought as a vacation day, unless otherwise authorized by the supervisor. In extraordinary circumstances, at the sole discretion of the supervisor, an employee may be granted the use of a “reserved” vacation day upon as little as two (2) days advance request, but that shall be restricted to unique and unusual circumstances. Employees must identify the specific day or days of the reserve week they wish to vacate.
- (b) All requests are subject to prior approval of the Company and operating conditions as determined by the Company.

- (c) Where there are multiple requests within a vacation group for the same day, the earlier request will be given priority consideration.
- (d) If the employee has not used all five (5) days of his/her "reserved week" by the time such "reserved week" arrives, the employee must take the remaining days during such "reserved week" or request alternate days remaining in the year. Such request must be submitted to the supervisor two (2) weeks prior to his/her "reserved week."

Vacation days previously listed as "reserved" that are no longer held, shall be made available for others in the work group, i.e., they may transfer a week/days of vacation to such vacated week/days on the schedule.

Section 5. A day of vacation will be granted when a recognized holiday falls within an employee's vacation period. The assignment of such day shall be based upon workload requirements and service furnished by the Company.

Section 6. The Company, consistent with the above, will offer to all eligible employees, in the order of their seniority, the choice of vacations from the vacation time available in their particular group.

Section 7. Pay for a full week of vacation shall be the basic weekly wage in effect at the time the vacation is taken.

Section 8. 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 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 portion 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 owed taken from their last paycheck.

Section 9. If an employee is disabled and his/her vacation is scheduled to start, the vacation shall be postponed. The Company may require a doctor's certificate. If the employee is thereby and thereafter unable to take previously scheduled vacation before the end of the calendar year, he/she will be permitted to take the unexpended portion of his/her vacation up to a maximum of one (1) week in the next calendar year, subject to the following limitations:

- (a) The absence must be due to disability;
- (b) As much of the unexpended vacation as possible must be rescheduled in the calendar year;
- (c) The unexpended vacation must be completed by March 1 of the next calendar year; and
- (d) No payment in lieu of vacation will be made if not taken.

Section 10. Upon retirement an employee shall be entitled to receive his/her unused vacation pay in a lump sum payment. (This shall not modify the Company's present practice as to when retirement date occurs, i.e., at a date identified by adding unused vacation time to the last day worked.)

## ARTICLE 27

### Wages

Section 1. The wages to be paid regular, full-time employees shall be those shown on the wage progression schedule attached hereto and marked Exhibit A. The Company may hire employees above the designated start rate for a classification. The Union shall be notified regarding the new employee's placement on the wage schedule, with an explanation.

Section 2. Upon promotion to a higher paid classification, an employee if not already at the top rate of his/her old classification, shall receive a promotional increase in an amount equal to the difference between his/her old rate of pay and the amount of the next progression step in his/her old classification. He/she shall then be placed on the progression schedule for his/her new classification (no higher than the top rate) and shall be phased into that new schedule based on the relationship between his/her new rate of pay and the rates of pay of such new schedule.

Any employee who is promoted after previously reaching the top rate of his/her old progression schedule shall receive a promotional increase of five percent (5%). The employee shall then be placed on the progression schedule of his/her new classification (no higher than the top rate) and shall be phased into that new schedule based on the relationship between his/her new rate of pay and the rates of pay of such new schedule.

**Section 3. When an employee voluntarily transfers to a lower paid classification, he/she will be placed on the wage schedule of the lower job classification on the same length of service progression step that the employee was on in the higher wage classification.**

## ARTICLE 28

### **Employee Insurance Benefits**

Section 1. For the term of this Agreement, the Company will maintain and make available to employees plans consisting of medical benefits, dental benefits, vision, prescription drug benefits, life insurance and accidental death and dismemberment benefits, and long-term disability benefits, as described to the Union in negotiations, or similar benefits.

All plans will be administered solely in accordance with the provisions of each plan. The selection of the plan administrator, the administration of the 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 plans in any way, including the selection of carriers. Any amendment to the level of benefits or Company HSA contribution or the cost of benefits will be the same as those changes applicable to non-bargaining employees. The benefit levels and costs of all insurance benefits and Company HSA contribution offered by the Company will be the same as those offered to non-bargaining 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.

When any changes in such benefits are to be made, the Company will give the Union at least thirty (30) days' notice of such changes and upon request will meet to discuss the reason for the change.

Section 3. Any employee who retires will be entitled as a retiree to medical insurance coverage which in combination with Medicare is equivalent to the level of medical insurance



coverage made available by the Company to active bargaining unit employees from time to time. (As active employee coverage levels change, so will the retiree levels.)

For purposes of this section, “employee who retires” and “retiree” means an employee who upon leaving active employment 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 obligation 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 29**

### **Sick Time Allowance**

Section 1. Provisions regulating sick time allowance for employees are as follows:

- (a) To be eligible for this allowance, an individual must have been a full-time employee for more than a twelve (12) month period.
- (b) This allowance will be limited to a maximum payment of 48 hours (56 hours effective January 1, 2020) times the regular rate of pay to an eligible employee during the calendar year (January 1 through December 31) for lost time actually due to illness. This allowance will be given subject to the approval of the appropriate supervisor or department head.
- (c) The Company reserves the right to demand proof of illness from the employee before payment of this allowance shall be made.
- (d) This 48 hours, until exhausted, may be used to result in pay for all or part of the five day waiting period referenced in Section 2, below.

Section 2. After an employee has been absent from work for five (5) consecutive work days by reason of personal illness or injury, he/she shall be entitled to the following disability benefits commencing with the sixth (6th) work day, i.e., the day following such five (5) consecutive day status:

If seniority is less than one (1) year:  
None.

If seniority is one (1) to five (5) years:  
Three (3) weeks full pay; thirteen (13) weeks half pay.

If seniority is five (5) to fifteen (15) years:  
Thirteen (13) weeks full pay; thirteen (13) weeks half pay.

If seniority is fifteen (15) to twenty (20) years:  
Twenty-six (26) weeks full pay; twenty-six (26) weeks half pay.

If seniority is twenty (20) to twenty-five (25) years:  
Thirty-nine (39) weeks full pay; thirteen (13) weeks half pay.

If seniority is over twenty-five (25) years:  
Fifty-two (52) weeks full pay.

An employee absent due to personal illness within fourteen (14) calendar days of his/her return to work, from the same illness for which sickness disability benefits were previously paid under this Section 2, will not be required to undergo an additional waiting period before resumption of benefits.

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

only be allowed to exhaust two (2) times their eligible benefits in any three (3) year period. This provision will be effective for any disabilities occurring on or after January 1, 2011.

“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.

Section 3. Any employee receiving benefits under this Article shall be entitled to no other benefit or payment, but an employee may reschedule (after return to active status) any vacation which had been scheduled for the period of time during which the employee was receiving benefits under this Article.

Upon request an employee may be required to ask his/her physician to prepare and forward to the Company a statement outlining the nature and anticipated duration of his/her illness.

Payment of 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 physicians to conduct an examination to determine the employee’s physical and/or mental condition.

## **ARTICLE 30**

### **Payment for Time Worked**

Hours to be worked by an employee shall be scheduled by the immediate supervisor of that employee. Unless otherwise stated below, wages will be paid for hours worked at employee’s straight time hourly rate.

Section 1. Premium Pay. Any scheduled hours on Sunday or scheduled hours worked not over eight (8) on a holiday will be paid a premium of one and a half (1½) times the employees

straight time rate (plus any applicable holiday pay). At no time will premium hours be used when calculating overtime worked for the week.

Section 2. Employees will be paid overtime for all hours worked in excess of eight (8) hours a day (or 10 hours if 4/10 schedule) or forty (40) hours a week, whichever is greater. No time for which daily overtime is paid shall again be used to compute weekly overtime.

- (a) The paid time an authorized representative of the Union (who attends a scheduled joint conference with the Company) will be counted in the computation of overtime.
- (b) Time not worked but paid for on a vacation or holiday shall be considered as time worked in the computation of weekly overtime.
- (c) An employee must work forty (40) hours in a work week, recognizing the provisions of (a) and (b) above, to be eligible for weekly overtime. A paid sick day, jury duty, bereavement, or excused unpaid time off will not be included in the computation of overtime.
- (d) Overtime hours worked will be paid at one and one-half (1½) times the employees straight time rate for hours 0-12 worked, then two (2) times employees straight time for all hours over 12, worked in a pay week.

## **ARTICLE 31**

### **Night Tour Differentials**

When an employee's straight time scheduled hours of work fall wholly or in part between 6:00 p.m. and 7:00 a.m., the employee shall be paid a night differential of **\$2.00** for all such hours actually worked between 6:00 p.m. and 7:00 a.m. The night differential shall not apply and is not payable for hours of work which are compensated at any overtime or premium rate.

## **ARTICLE 32**

### **Minimum Payment Work Period**

When it becomes necessary to call an employee to work for a time period which does not continue to the beginning of a scheduled work hour or does not immediately follow a scheduled work hour, such employee shall be paid a minimum of four (4) hours pay at the straight time hourly rate or two (2) hours pay at the rate of one and one half (1½) times the hourly rate if on Standby.

When it becomes necessary to schedule an employee to work for a time period between 11:00 p.m. and 5:00 a.m. which does not continue to the beginning of a scheduled work hour or does not immediately follow a scheduled work hour, such employee shall be paid a minimum of four (4) hours pay at the straight time hourly rate.

## **ARTICLE 33**

### **Part-Time and Temporary Employees**

Section 1. Except as specified in Sections 2 and 3 below, part-time and temporary employees shall be entitled to no benefits provided in the Agreement, other than basic hourly wages, unless required by law and/or terms of an insurance benefit plan or retirement plan\* applicable to members of the bargaining unit.

Section 2. Part-time employees who are expected to work twenty (20) hours or more per week shall be entitled to the same group insurance program as that made available to full-time employees. They shall also be entitled to all other non-retirement\* related benefits provided in agreement on a pro-rated basis. For vacation benefit purposes, the amount of vacation to which such employee shall be entitled shall be determined by the average number of hours worked per week (as that figure relates to forty (40) hours per week) by such employee during the calendar

year preceding the vacation year for which the calculation is made. For all other benefit purposes, the benefit amount shall be determined by the average number hours worked per week (as that figure relates to forty (40) hours per week) by such employee over the six (6) week period immediately preceding the date on which benefits, if any, are due or determined.

Section 3. Part-time employees shall accumulate seniority on a pro-rated basis on the basis of the proposition that 2080 hours of paid time status equals one (1) year seniority.

Section 4. In the event of layoff, all part-time employees within the effected work group will be laid off first.

Section 5. The Company will not involuntarily convert a present (1992) full-time employee to part-time status without consent of the Union.

Section 6. When an employee is reclassified from regular part-time to regular full-time, the employee's seniority date will be established (adjusted) to reflect seniority earned to the date of transfer under Section 3, above. Vacation benefits during the calendar year in which the transfer occurs, if any, shall be prorated based upon the hours the employee worked in the prior calendar year. Provided, however, that the employee shall be entitled during the calendar year of transfer to one-week vacation, pursuant to Article 26, Section 2(a), if his/her adjusted seniority date so dictates. (In all cases, any amount of vacation taken by the employee during the calendar year of transfer, but before date of transfer, shall count against his/her entire entitlement for that year.)

\*In all instances, the provisions of the Windstream Corporation Pension Plan shall dictate with regard to any question of participation credit, or benefits therein and thereunder.

## **ARTICLE 34**

### **In-Charge**

Section 1. The Company may temporarily assign an employee to replace a management

supervisor. An employee so assigned is responsible only for maintenance of work flow of the group involved. When so assigned, the employee will be paid **an in charge differential of \$2.25** per hour above his/her regular rate. The assignment will be on a voluntary basis.

**Section 2. An employee assigned by the Company as working leader shall receive a differential of \$3.00 above his or her regular rate of pay for the time so assigned.**

**Section 3. A training differential of \$2.75 of the employee's basic wage rate shall be paid to any employee who is appointed by the Company as a trainer for the time the employee spends training another employee.**

**Section 4. An employee may not receive more than one of the above differentials at one time.**

## **ARTICLE 35**

### **Safety/DOT**

Any employee who is DOT qualified and works either more than fifteen (15) hours per day or a maximum of sixty (60) hours in a calendar week must comply with the federal regulations. If an employee's schedule must be changed, the employee will not be compensated for the change in schedule, if they have already been paid in excess of forty (40) hours in that calendar week.

## **ARTICLE 36**

### **Educational Assistance**

The Windstream Educational Assistance Plan, as amended from time to time, shall be applicable to bargaining unit personnel, and that the Company reserves the right to modify or terminate the Plan.

If courses meet the plan requirements, the CWA/NETT courses can be reimbursed through Windstream Educational Assistance Plan. Any employee who successfully passes a course which is directly related to a Company product or service will be eligible for up to an additional \$1,000 reimbursement benefit (over and above present Educational Assistance Plan.)

## **ARTICLE 37**

### **Severance Pay**

If a force surplus is created by the Company due to closing, partial closing, reassignment of work, transfer of functions outside the service area of the Windstream Ohio, Inc. (Newark Service Area), lack of work or otherwise, employees permanently laid off as a result shall be entitled to a severance allowance 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 to the credit of the respective employee at date of termination, provided, however, that entitlement to any severance allowance shall be subject to the following limitations and conditions:

- (a) No severance allowance shall be paid to any employee who is offered the opportunity to continue employment with Windstream Ohio, Inc. (Newark Service Area).
- (b) No severance allowance shall be paid to any employee who is offered and accepts a transfer to a position with an affiliate company within the Windstream Corporation System.
- (c) In order to be entitled to a severance allowance, the employee must remain actively at work or on an approved leave of absence up to and including the date on which the Company terminates his/her position. No severance allowance shall be paid to any employee who resigns, retires, or is otherwise terminated prior to date of permanent layoff.
- (d) Any unused vacation pay to which the employee may be entitled shall be in addition to the above.
- (e) Any employee who receives a severance allowance and is subsequently recalled within the two (2) year recall period shall be required to reimburse



the Company for each week of severance pay received which exceeds the number of weeks during which the employee was absent from work between termination and recall.

- (f) Any employee shall be considered “permanently” laid off when the Company so identifies the layoff or after two (2) years have passed without recall, whichever occurs first.

Section 2. 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 38**

### **Expense Payments**

Section 1. An employee who works three hours overtime on a regularly scheduled work day will be reimbursed for a meal, upon receipt of the employee’s payment for such meal, up to a maximum of **\$12.50** per meal. The Company’s expense process shall be used.

Section 2. When an employee is assigned to work temporarily away from Windstream Ohio, Inc. (Newark Service Area) territory, and such temporary assignment is of such nature that the employee is required by the Company to remain away overnight, he shall report at the beginning and close of the working day at the place where such temporary assignment is located. Full transportation and lodging expenses shall be paid for all of the time the employee is on temporary assignment. In addition, the Company will pay the employee a per diem of **forty four dollars (\$44)** to cover board and laundry expenses. The grade of transportation shall be specified by the Company. The Company will discuss necessary on-site transportation, if any, with the employee before he leaves for the temporary assignment. The Company will determine the mode of transportation required, if any, at the site of a temporary assignment. The Company will provide or pay for such transportation.

Time spent by an employee traveling to and from temporary assignments shall be considered as time worked. However; assignments within the territory of Windstream Ohio, Inc. (Newark Service Area) are not covered by this Article.

## **ARTICLE 39**

### **Personnel Records**

Personnel records shall be purged of disciplinary entries thirty-six (36) months after the date of entry if no other entry of a same or similar nature has 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, Company's Ethics in the Work Place Policy or violates Title VII of the Civil Rights Act.

## **ARTICLE 40**

### **Rest Period**

**An employee who has worked sixteen (16) or more hours in any twenty-four (24) hour period without having a rest period of at least eight (8) hours during such twenty-four (24) hour period shall, upon release, have a rest period of eight (8) hours from the time of his or her release before returning to work. If such a rest period extends into the employee's next regular scheduled tour, he or she shall be excused from duty for that portion of his or her schedule tour, which is covered by the rest period without loss of pay. Employees will be expected to report for work at the end of the eight (8) hour rest period to complete their schedule tour or will forfeit all paid hours associated with the rest period.**

**If the employee chooses not to take all or part of said rest period, then he/she may work such next schedule tour unless the Company determines that he/she is not permitted**

to do so under federal, state, or local law or regulation. In any circumstance where federal, state, or local law or regulation requires a rest period not fully satisfied by this Article, the rest period required by law or regulation shall be satisfied.

**ARTICLE 41**

**Duration**

Agreement shall be effective from October 1, **2022** up to and including September 30, **2025** and shall continue in force thereafter unless terminated by written notice from either party to the other, in which case Agreement shall terminate sixty (60) days following the receipt of such notice.

IN WITNESS WHEREOF, the parties have caused Agreement to be effective **October 1, 2022**.

COMMUNICATIONS WORKERS  
OF AMERICA

WINDSTREAM OHIO, INC.  
(NEWARK SERVICE AREA)



\_\_\_\_\_  
Shannon Kirkland, CWA Representative

\_\_\_\_\_  
Bruce Hurlbut, Director Labor Relations

\_\_\_\_\_  
Chad Clark, Local CWA President

\_\_\_\_\_  
Ryan O Halloran

**EXHIBIT A**  
**WAGE PROGRESSION SCHEDULES**  
**SCHEDULE 1**

**Network Technician**

			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>		<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/2024</b>
Start	21.71		22.80	23.48	23.95
End of 12 Months	23.76		24.95	25.70	26.21
End of 24 Months	25.86		27.15	27.96	28.52
End of 36 Months	27.93		29.33	30.21	30.81
End of 48 Months	29.96		31.46	32.40	33.05
End of 60 Months	32.07		33.67	34.68	35.37
End of 72 Months	34.11		35.82	36.89	37.63

**EXHIBIT A**  
**WAGE PROGRESSION SCHEDULES**  
**SCHEDULE 2**

**Customer Service Technician 2**  
**Construction Tech-Line Worker**  
**Construction Tech-Splicer**

			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>		<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/2024</b>
Start	21.71		22.80	23.48	23.95
End of 12 Months	23.76		24.95	25.70	26.21
End of 24 Months	25.86		27.15	27.96	28.52
End of 36 Months	27.93		29.33	30.21	30.81
End of 48 Months	29.96		31.46	32.40	33.05
End of 60 Months	32.07		33.67	34.68	35.37
End of 72 Months	34.11		35.82	36.89	37.63

**EXHIBIT A**  
**WAGE PROGRESSION SCHEDULES**  
**SCHEDULE 3**

**Customer Service Assistant  
Utility Person**

			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>		<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/2024</b>
Start	14.74		15.48	15.94	16.26
End of 12 Months	16.20		17.01	17.52	17.87
End of 24 Months	17.65		18.53	19.09	19.47
End of 36 Months	19.09		20.04	20.64	21.05
End of 48 Months	20.52		21.55	22.20	22.64
End of 60 Months	21.97		23.07	23.76	24.24
End of 72 Months	23.42		24.59	25.33	25.84

**SCHEDULE 4**  
**Customer Service Technician 1**

<b>Start</b>	<b>17.00</b>
<b>6 months</b>	<b>17.90</b>
<b>12 months</b>	<b>18.80</b>
<b>18 months</b>	<b>20.60</b>

**EXHIBIT A**

**SCHEDULE 5**  
**Retail Sales Consultant**

			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>		<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/2024</b>
Start	14.93		15.68	16.15	16.47
End of 12 Months	15.95		16.75	17.25	17.60
End of 24 Months	16.97		17.82	18.35	18.72
End of 36 Months	17.99		18.89	19.46	19.85
End of 48 Months	19.01		19.96	20.56	20.97
End of 60 Months	20.03		21.03	21.66	22.09
End of 72 Months	21.07		22.12	22.78	23.24

**SCHEDULE 6**  
**Material Coordinator**

			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>		<b>10/1/2022</b>	<b>10/1/2023</b>	<b>10/1/2024</b>
Start	16.30		17.12	17.63	17.98
End of 6 Months	17.95		18.85	19.42	19.81
End of 12 Months	19.18		20.14	20.74	21.15
End of 24 Months	20.50		21.53	22.18	22.62
End of 36 Months	22.09		23.19	23.89	24.37
End of 48 Months	24.38		25.60	26.37	26.90
End of 60 Months	25.50		26.78	27.58	28.13

## EXHIBIT B

### MEMORANDUM OF AGREEMENT

Wage Schedule 2 and all current Customer Service Technicians shall be re-classified as Customer Service Technician 2. All current Field Service Technicians will be re-classified as Customer Service Technician 1 with the following Wage Schedule 4:

#### Wage Schedule 4

##### Customer Service Technician 1

Start	17.00
6 months	17.90
12 months	18.80
18 months	20.60

1. For the term of this agreement the Company has the option to hire new Technicians onto either Wage Schedule 2 or 4 based on the applicants' aptitude, skills, job knowledge, prior experience and job performance, dependability, and the candidates' performance in their interview process. The Company will not be required to hire CST1s into CST2 posted positions. CST1s may be promoted to CST2 based on their experience, job performance, dependability, skill and ability. Six months after a CST1 reaches the top wage, the employee will become a CST2 and will assume the Start wage step of Wage Schedule 2 (CST2). Wage Schedule 4 (CST1) shall not be subject to the General wage increases.
2. CST1s shall be considered probationary employees for a period of twelve months from the date of hire. CST2s probation will be pursuant to Article 12.
3. Current Techs below will assume the wage as follows:
  - Lockhart: Wage Schedule 4, \$17.90
  - Rechel: Wage Schedule 4, \$20.60
  - Purtee: Wage Schedule 2, \$23.76 (end of 12 month rate)
  - Pethtel: Wage Schedule 2, \$27.93 (end of 36 month rate)
4. The CST1 and CST2 shall be a single work group. Tour selections shall be governed by Article 21 and vacation schedules shall be governed by Article 26.
5. Overtime will be offered to CST2s prior to being offered to CST1s by seniority.



**EXHIBIT C**



**October 1, 2019**

**Shannon Kirkland  
Communication Workers of America  
19176 Hall Road, Ste. 230  
Clinton Township, MI 48038**

**Dear Shannon,**

**It is not the Company's intention to replace the current workforce with Field Service Technicians (herein after "FSTs".) FSTs shall not exceed 35% of the total CST workforce in the bargaining unit covered by this Contract. At no time will the number of FSTs exceed the number of CSTs in the bargaining unit.**

**Further, should a layoff be necessary, FSTs will be laid-off prior to any CSTs or Network Techs in the bargaining unit.**

**The FSTs and CSTs shall be a single work group. Tour selections shall be governed by Article 21 and vacation schedules shall be governed by Article 26. Overtime will be offered to CSTs prior to being offered to FSTs.**

**Windstream Ohio, LLC**

A handwritten signature in blue ink, appearing to read "Bruce Hurlbut", written over a horizontal line.

**Bruce Hurlbut  
Sr. Counsel—Labor Relations**

**EXHIBIT D**

Windstream Ohio, Inc.  
And  
Communications Workers of America  
Local Union 4324

Memorandum of Agreement  
Evolving Technologies

This Memorandum of Agreement is entered into as of October 1, 2013 between Communications Workers of America (“CWA” or the “Union”) and Windstream Ohio, Inc. (“Company”). This Agreement shall be effective for the life of the collective bargaining agreement, unless otherwise mutually agreed in writing by the parties.

The Company and the Union agree that certain work related to the evolving technologies used in the telecommunications business of the Company (including Fiber, VOIP, Customer Data, and any other digitally delivered services) may be performed by employees represented by the Union.

The Company agrees to provide appropriate training as mutually agreed by the parties related to the work being performed by the represented employees.

The parties agree that the customer installation and maintenance of DSL Services will be assigned to qualified bargaining unit employees. It is the Company’s intention to train and develop all technicians in the sale, installation and maintenance of DSL service.

The Company and the Union agree to discuss the Company’s plans for evolving technologies in bi-annual meetings between the parties, so there is common understanding of the work to be performed by the bargaining unit employees.

Windstream Ohio, Inc.

Communications Workers of America  
Local 4321



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Bruce Hurlbut  
Sr. Counsel - Labor Relations

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Shannon Kirkland  
CWA Representative

## EXHIBIT E

ALLTEL COMMUNICATIONS, INC.

50 Executive Parkway  
Hudson, OH 44236-1676  
330-650-1700



### LABOR RELATIONS

Katherine J. Warn  
Director – Labor Relations  
330-650-7456

October 1, 2004

Henley Johns, Representative  
Communications Workers of America  
20525 Center Ridge Road  
Cleveland, OH 44116

Re: ALLTEL Ohio, Inc. (Selling As A Job Requirement)

Dear Henley:

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 recognized 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 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.



Henley Johns  
October 1, 2004  
Page 2

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.

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 actions, 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. Warr

APPROVED:

  
CWA Representative

cc: R. McClain  
C. Radich  
S. Schraibman



**EXHIBIT F**

April 3, 2014

Shannon Kirkland  
Representative  
Communications Workers of America  
20525 Center Ridge Road  
Room 700  
Cleveland, OH 44116

Re: Windstream Ohio, Inc. (Newark Service Area)

Dear Shannon:

In the course of recent bargaining toward our new collective bargaining agreement it was agreed to revise the October 1, 2010 side letter contained in the October 1, 2010 contract by moving paragraph 5 of the side letter to Article 21 of the contract, moving Paragraph 7 of the side letter to Article 36 of the contract, moving paragraph 12 to Exhibit B of the Contract, removing paragraph 17 of the side letter and removing the reference to pagers in paragraph 3.

Also reflected are certain understandings reached in previous bargaining sessions:

1. Discussions were held at the bargaining table and it is understood employees are expected to work overtime, including connecting overtime, to meet customer demands. The union agrees that overtime is sometimes a necessity and will reinforce overtime obligations with the bargaining unit. The union and company agreed to meet with individuals that are not meeting overtime expectations and define a course of action.

2. The company and union have agreed to modify the current Attendance policy from a calendar year to a rolling twelve (12) month period beginning January 1, 2011.

3. During recent negotiations the company and the union discussed the continuing need for employees to carry cell phones on off duty time and to voluntarily supply the Company with the preferred number for call-out purposes. The company will request each employee to provide the "one" preferred cell or home telephone number that they would like company personnel to call. The company will provide the number to those departments who are involved in the call-out process. This process does not impact the Standby policy by which employees are required to carry cell phones.

4. The Company will meet with the Union to discuss scheduling requirements for certain holidays such as Thanksgiving and Christmas.

5. 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.

Such programs will generally include the program objectives, accomplishment criteria, time frames, employee eligibility, program structure, submissions process, approval process and award publication.

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.

Local notification will be posted and reviewed with local union representatives. Notification of corporate programs will be sent in writing to the CWA Representative prior to any initiation or discontinuation of the programs, if applicable.

6. The Company shall provide the responsible CWA Staff Representative a complete draft copy of the new contract within 30 days after ratification by local membership.

7. As new products and services or changes to Windstream discount offerings occur, the Company will review at Company employee meetings. The Company will also instruct employees as to the location of these discounts on the Intranet.

8. The Company agrees that during the term of the 2007 agreement it will also manually post a job vacant within the bargaining unit on the two designated bulletin boards as well as provide a copy to the Union President.

9. The Company and the union leadership, either on a local or statewide basis, will meet quarterly to discuss changes in business operations, policies, or procedures. The meetings will be scheduled at a mutually agreeable date, location and time.

10. The parties recognize that, from time to time, it may prove advantageous that representatives meet for the purpose of discussing concerns that develop during the term of this Agreement.

11. In such instances either party may request a meeting and a mutually agreeable date will be arranged. Any agreement mutually arrived at through such a meeting shall not be inconsistent with the contract.

12. The Union agrees that there is a need for adaptability and, therefore, employees may be assigned across job title lines whenever the employee is able to perform the job to which assigned. The Company will pay the higher rate of pay where the work is normally assigned to an employee holding a classification, which is placed, on a higher wage schedule.

13. The job titles of Mechanic, Warehouse Technician, Customer Service Representative, Building Server, Supply Services Attendant, Warehouse Clerk, House Service Attendant, and Collector/Courier Supplies Clerk have been removed from the collective bargaining agreement because they are not populated. If any of these classifications is ever repopulated, the employee(s) so classified will be treated as a member of the bargaining unit.

14. The Company grants to Shannon McLaughlin and Aaron Ricketts one week of vacation to be taken from the date of ratification to March 31, 2017, dates to be subject to management approval based on service requirements. The vacation may be taken in one day or half day increments.

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



Bruce Hurlbut  
Sr. Counsel Labor Relations

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Shannon Kirkland  
CWA Representative

DATE \_\_\_\_\_

Union Dues Deduction

Add:

Employee Authorization For Payroll Deduction Of Union Dues And Initiation For For CWA

(Last Name)	(First Name)	(Dept.)	(Local No.)	(Social Security Number)
(Work Locality)	(City or Town)	(State)	(Zip Code)	

Beginning in \_\_\_\_\_, I hereby authorize \_\_\_\_\_, to deduct from the compensation  
(Month) (Year) (Employer)

(including disability benefits or vacation payments) due me once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to my regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

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 a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.

\_\_\_\_\_  
(Date) (Signature of Employee Authorizing Deduction)

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

COMPANY COPY

Year of perf)