

AGREEMENT
BETWEEN
WINDSTREAM MISSISSIPPI, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 3511

Effective

April 18, 2025 - April 17, 2028

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AND
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LOCAL 3511

RECOGNITION CLAUSE

This Agreement made this 18th day of April **2025**, by and between Communications Workers of America herein called the Union, and Windstream Mississippi, LLC herein called the Company.

The Company recognizes the Union for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment as the sole and exclusive bargaining representative for all Network Technicians, Customer Service Technicians, Construction Technicians, Material Coordinators and Buried Drop Technicians employed by the Company in Florence, Prentiss, and Bassfield, excluding all other employees (e.g. engineers, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.)

As a result of collective bargaining, the parties hereby agree that the following provisions shall govern their relationship for the duration of this labor agreement.

ARTICLE 1
Definitions

Section 1. Normal Tours. Hours of work in any day as set by the Company, not to exceed eight (8) hours, exclusive of the meal period.

Section 2. Normal Work Week. A normal work week shall consist of any five (5) tours Monday through Saturday.

Section 3. Part-Time Employees. A regular or temporary employee who is scheduled to work less than five (5) full tours in each payroll week.

Section 4. Regular Employees. One whose employment is reasonably expected to be permanent at the time he is engaged.

Section 5. Temporary Employees. One who is engaged for a specific project or a time period not to exceed twelve (12) months with the definite understanding that employment is to terminate upon completion of the project or at the end of the period. A person hired as a temporary employee shall be so advised in writing at the beginning of their employment.

Section 6. Overtime Rate. One and one-half (1½) times the basic rate of pay.

ARTICLE 2 Management of the 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.

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.

ARTICLE 3

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 strike breaker or asked to replace an employee who may be on strike at another location.

In order that the intent and purpose of the above article may be effectively executed, the Union agrees that the Company may take disciplinary action against any employee who may violate the foregoing provisions of this Agreement.

ARTICLE 4

Non-Discrimination

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

Section 2. 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 to employment discrimination.

ARTICLE 5

Grievance Procedure

Section 1. It is agreed that neither the Company, its representatives and supervisors, nor the Union, will attempt to bring about the settlement of any issue by means other than the grievance procedures, and where applicable, the arbitration provisions of this Agreement.

Section 2. All grievances shall be presented in accordance with the steps outlined below:

Step 1: The grievance will be submitted in writing to the aggrieved employee's immediate supervisor. The supervisor will meet with the steward within seven (7) calendar days of receiving notice of the grievance and give his answer within seven (7) calendar days in the same manner he was notified of the grievance.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the grievance shall be reduced to writing and presented to the Outside Plant Manager, the Commercial Office Manager, or their appropriate designee, by a Local Union Representative within fourteen (14) calendar days after the reply in the first step is rendered. The Outside Plant Manager, Commercial Office Manager, or their designees must render his decision within fourteen (14) calendar days.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, the grievance shall be presented to the Company District Manager or his designee by a National Representative of the Union within fifteen (15) calendar days from the date of the Company's second step answer.

The time limits provided above may be extended or waived by agreement of the parties in writing.

Section 3. No grievance will be considered unless presented within sixty (60) calendar days after the action or failure to act complained of occurred.

ARTICLE 6 Arbitration

Section 1. If a difference arises between the Union and the Company which the parties hereto have not resolved through the grievance procedure, such differences may, at the request of either party be submitted to arbitration. Notice of a request for arbitration must be served on the other party within fifteen (15) calendar days from the date it is determined that the matter cannot be settled through the grievance procedure.

Section 2. The arbitrator shall be selected and the arbitration process shall proceed in accordance with the rules of the American Arbitration Association.

Section 3. The decision of the arbitrator shall be final and binding upon the parties hereto.

Section 4. 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 the authority to add to, subtract from, modify or alter any terms of this Agreement.

Section 5. Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE 7
Right of Employees to Union Representation

Upon request, an employee will be entitled to Union representation in any meeting with supervision where it is anticipated that discipline greater than an oral reprimand will result.

ARTICLE 8
Hours of Work and Basis of Compensation

Section 1. Regular employees shall be paid at the overtime rate for all time worked in any one (1) day in excess of eight (8) hours, or for any time worked in a calendar week in excess of forty (40) hours. An employee's normally scheduled hours which are not worked on a holiday will be used in the computation of weekly overtime.

Section 2. All time actually worked on a holiday shall be compensated for at one and one-half (1½) times the regular rate of pay.

Section 3. Any overtime paid for work on any day or days will not be compensated for again in computing overtime due for the week.

Section 4. Opportunity for overtime pay shall be equalized insofar as practical within each work group.

Section 5. Employees working on Sunday shall be paid at the Sunday rate, [one and one-half (1½) times regular hourly rate] for all time worked.

Section 6. 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.

Section 7. Work schedules for all employees shall be posted by 11:00 a.m. on Friday to show, for each such employee, his scheduled tours for the next calendar week.

ARTICLE 9
Call-Outs and Stand-By

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:

Section 1. If the time worked immediately follows and connects with regularly scheduled time, it shall not be considered call-out.

Section 2. If the time worked immediately precedes (less than one hour) and connects with regular scheduled time and starts at or after 7:00 a.m., it shall not be considered a call-out.

Section 3. If the time worked starts before 7:00 a.m. and falls entirely within the hour, which immediately precedes the regularly scheduled starting time, it shall not be considered a call-out.

Section 4. 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 computing of time and payment.

Section 5. 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.

Section 6. The Company guarantees to employees called out a minimum of two (2) hours pay at one and one half (1 ½) times the regular rate of pay. This call-out minimum will apply to non-connecting overtime. [Connecting overtime is any carryover from scheduled work and is not interrupted by a meal break, which occurs at the end of the regularly scheduled work, or during the overtime.]

Section 7. Stand-By: The Company may assign employees to Stand-By duty. The following is a guideline for administering "Stand-By":

- (a) Stand-By will be rotated within the affected group among qualified employees. Trades of such responsibility shall be in accordance with paragraph (g), below.

- (b) Employees must respond to the page or call (pager and/or cellular phone provided by the Company) 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 hours straight time pay Saturday, Sunday, and Company designated holidays.
- (d) If work is performed, the employee shall receive call-out payment 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. This practice does not supersede normal Call-Out procedures if additional employees are required to work. Normal Stand-By schedules will be posted for scheduled employees, no less than two weeks prior to the period being assigned.
- (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. 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. The Company will make a reasonable attempt to schedule Stand-By assignments with employee vacation periods in mind.
- (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.
- (i) Vehicles may be taken home where mutually agreeable to the employee and the Company.

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 (c) payment for such day shall be determined by the day of the week upon which the 24 hour assignment begins.)

ARTICLE 10

Wages

Section 1. Regular Employees. The rates of pay and progression schedules for regular employees shall be those shown in Appendix A and attached hereto and made a part hereof.

Section 2. Part-Time Employees. 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.

Section 3. In Charge Pay. An employee who is assigned to be in charge of two or more other employees shall be paid an in-charge rate of **\$1.00** per hour for those hours so assigned. No employee will be considered to have been so assigned unless he/she is specifically and affirmatively so informed by the Company.

ARTICLE 11

Benefits for Part-Time and Temporary Employees

All part-time or temporary employees shall receive no benefits other than basic hourly rates, unless required by law and/or terms of a benefit plan applicable to members of the bargaining unit. This article shall not apply in the event that the number of part-time employees exceeds ten percent (10%) (rounded to the next highest whole number) of the total bargaining unit work force.

ARTICLE 12

Pension Plan

Pension benefits shall be in accordance with the effective National Pension Plan Agreement between Windstream and CWA. Employees hired March 1, 2012, or after, have no pension benefits under the plan.

ARTICLE 13

Vacations

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

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

- (a) If hired between January 1st and June 30th of the calendar year, new hires are eligible for one (1) week of vacation of the first of the month in which the six-month anniversary occurs. If the six-month anniversary falls on or after November 1st, the vacation may be taken up until March 31st of the following year based on the needs of the business.
- (b) If hired between July 1st and December 31st, new hires will be eligible for one (1) week of vacation in the month in which the six-month anniversary occurs. The employee is eligible for a second week of vacation on the first of the month in which the 12-month anniversary occurs.
- (c) On January 1st of the calendar year following the initial vacation, employees will be eligible for two (2) weeks vacation with pay.
- (d) Three (3) weeks vacation with pay to employees who will complete five (5) years of seniority within the calendar year in which the vacation is to be granted.
- (e) 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.
- (f) Effective January 1, 2008 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.

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 only where service requirements demand such change. Choice of vacation periods within each group will be in the order of seniority.

The vacation selection period shall be November 15 through December 15, preceding the vacation year. The vacation schedule shall be posted no later than December 17. After this date, vacations will be assigned by the supervisor of the group involved. If a new employee is hired after

the beginning of the vacation year, and becomes eligible for a vacation during that year, he will be permitted to select a vacation at a time mutually agreeable to the Company and the employee.

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.

Section 5. An employee who resigns and provides the Company with two (2) or more weeks notice shall be paid the unused portion of 1/12th his/her vacation eligibility for the calendar year or resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this proration policy shall be made for those employees who officially retire from the Company after having worked two (2) weeks in the current calendar year 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.

Section 6. Employees who are eligible for at least one (1) week of vacation may elect to take one (1) week on a day at a time basis. Employees who are eligible for three (3) or more weeks of vacation may elect to take two (2) weeks on a day at a time basis. If this election is made, two of the full weeks selected by the employee during the regular vacation selection process will be reserved, scheduled, and designated as the employee's reserved week.

Upon eight (8) calendar days advance notice, single vacation days prior to the employee's reserved week may be granted, subject to the approval of the employee's immediate supervisor based on the needs of the business. As each such single vacation day is granted, it shall be deducted from the employee's reserved week. Within each vacation group, the first request received will be given preference for the day requested.

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

Once a reserved week is scheduled, it shall not be changed or rescheduled. The full week or portion of a week which has not been used on a day at a time basis by the time the reserved week occurs must be taken during the reserved week as scheduled, and, at least two (2) weeks prior thereto, the employee shall notify his/her supervisor of the specific days during such reserved week to be so taken.

Section 7. Any employee who while on vacation becomes entitled to bereavement leave or short-term disability shall have his/her vacation rescheduled for that number of workdays bereavement leave or disability leave to which he/she is entitled. Employees must apply for and meet the criteria for eligibility under the Short-Term Disability Plan.

Section 8. When scheduled vacations are changed at the instigation of the Company during the calendar year, which cannot be rescheduled in that calendar year, the vacation can be rescheduled by March 31st of the following calendar year with supervisory approval. The rescheduled vacation will be selected in order of seniority after the vacation selection process described in Sections 3 and 6 of this Article have been completed.

If a situation occurs where an employee has to carryover vacation days, the manager will ensure that those vacation days are scheduled as soon as possible within the first two weeks of the next calendar year. If more than one employee wants to take the same vacation day(s), seniority will be the determining factor.

Section 9. Employees returning from disability or a nonmilitary leave of absence must work a minimum of two (2) weeks in the calendar year in order to be eligible for vacation. Employees returning from a disability who are entitled to two (2) weeks or more of vacation may carry over into the new calendar year up to five (5) days when it is determined by management that the vacation cannot be scheduled in the current year. The vacation days carried over must be taken by March 1st.

ARTICLE 14 Holidays

Section 1. The following days are designated as holidays:

New Year's Day	4 Optional Days
Martin Luther King, Jr. Day	Memorial Day (Northern)
Labor Day	Independence Day
Thanksgiving Day	Christmas Eve
Christmas Day	

Section 2. If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday.

Section 3. If a recognized holiday falls on Saturday, the preceding Friday shall be designated as a holiday.

Section 4. When a holiday falls in an employee's vacation, the employee may schedule an additional vacation day within the calendar year, which is mutually agreeable to the Company and the employee.

Section 5. No deduction in pay will be made for holidays not worked, with the following exceptions:

If unexcused absence occurs on a day before or after the holiday, or on the holiday, deduction will be made for the holiday unless the absence is incidental absence caused by personal illness. In the case of incidental or disability absence due to personal illness, the Company will pay the employee per Article 26, Sickness and Accident. The Company reserves the right to request medical certification.

Section 6. Temporary employees are not eligible for holiday allowance.

Section 7. Optional holidays are voluntary and should be taken prior to the end of each calendar year or be forfeited. [The employee and supervisor shall work together throughout the year to ensure that optional holidays are not forfeited due to inadequate opportunity.] 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. During the calendar year in which an employee is hired, he/she shall be entitled to optional holidays as follows:

Hired between:	January 1 and March 31	- 4 holidays
	April 1 and June 30	- 3 holidays
	July 1 and September 30	- 2 holidays
	October 1 and November 30	- 1 holiday
	After November 30	- Zero

Section 8. Upon seventy-two (72) hours advance notice, an employee may take his/her optional holidays subject to the approval of the employee's supervisor based on the needs of the business. Notices of less than 72 hours may be approved when unusual circumstances exist. Within

each vacation group, the first request received shall be given preference for the day requested. Subject to service requirements, up to two (2) optional holidays may be taken in one-half (½) day segments.

ARTICLE 15
Excused Absence

Section 1. Jury or Witness Duty. If reasonable notice be given the supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty providing that a deduction shall be made for any amount of monies received from civil authorities.

Section 2. Deaths. In the event of a death of an employee's wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandchild(ren), mother-in-law, father-in-law, **brother-in-law, sister-in-law**, stepmother, stepchild(ren), stepfather, or other persons living as part of the employee's family, any such employee scheduled to work shall be excused for a period not to exceed three (3) days beginning with the date of the death, and ending with the day after the funeral, without any loss of pay at straight time rates for the hours such employee was scheduled to work. Additional time off, without pay may be granted if necessary and requested.

Section 3. Union Activity.

- (a) Joint Conferences. Union Representatives 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.
- (b) Collective Bargaining. The number of employee representatives on the Bargaining Committee (not to exceed **two**) shall suffer no loss in regular pay for necessary time consumed in collective bargaining with the Company.

Section 4. If reasonable notice is given the supervisor, an employee shall suffer no loss of regular pay for time consumed in voting in any election where because of his/her scheduled hours of work, it is impractical to vote on his/her own time.

ARTICLE 16
Supervisory Work

The Company agrees that it will not as a general practice work supervisors on work ordinarily performed by craft employees, except for the purpose 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 the service.

ARTICLE 17
Leaves

Section 1. Absence is time during which an employee is absent from work for reasons of which the Company is aware. [Nothing herein is material to the question of whether a particular absence is excused or unexcused and/or to any disciplinary issue which may arise, all such matters being subject to an analysis independent of the language of this Article.]

Section 2. All absence time is unpaid unless a specific Article of this Agreement requires that it be paid, e.g., bereavement, vacation, holiday, sick benefits, on-the-job injury benefits, or jury/witness duty.

Section 3. Where at the outset an unpaid absence is approved as a leave of absence and it is intended that such leave of absence is to last for less than thirty-one (31) days, the employee will be considered on active status for benefit purposes for the duration of the leave, not to exceed thirty (30) days. All other unpaid leaves of absence are without benefits, except to the extent that the Family and Medical Leave Act of 1993 may require the maintenance of group health plan coverage during all or a portion of such leave. With respect to leaves of absence required by the Family and Medical Leave Act of 1993, group health plan coverage will be maintained in accordance with and for the duration required by the Act. With respect to all other leaves of absence in excess of thirty (30) days and with respect to coverages other than group medical in the case of a Family and Medical Leave Act leave of absence, the employee may continue to participate in Company sponsored insurance plans at the level of his/her participation immediately prior to leave, for the monthly billed cost, subject to plan terms.

Section 4. All unpaid leave of absence in excess of twenty (20) work days in a calendar year shall be deducted from the seniority the employee would otherwise accumulate, except as specified in subparagraph (d), below, and as otherwise required by statute requiring military leave.

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

- (a) Military - required by statute;
- (b) Family and Medical Leave - As required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.
- (c) Disability - Any regular employee who exhausts all benefits to which he/she is entitled under Article 26, 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 a disability up to a maximum of 180 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.
- (d) 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 for a reasonable length of time not to exceed a cumulative total of thirty (30) days in any one year. 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, at its discretion, may grant such leave.
- (e) Upon reasonable notice, an employee may, at the discretion of the Company, be granted a formal leave of absence-personal, provided the granting of such leave of absence is consistent with the needs of the Company. The terms of such leave may include the absence of any guaranteed return. If that is a condition of the leave, it will be stated in writing at the commencement of the leave.

Section 6. Upon return from a leave of absence in accordance with its terms, 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.

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 the 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 benefit provision of paragraph 3, above.

ARTICLE 18

Work on Higher or Lower Rated Jobs

Section 1. The basic rate of an employee substituting in a higher rated hourly rate position, shall be paid at the next higher rate on the wage schedule for the job in which he/she is substituting, providing the employee works in a higher rated job for one (1) hour or more in any one (1) day.

Section 2. When an employee is assigned to temporarily work on a lower rated job, there shall be no reduction in his/her regular pay during such temporary assignment.

Section 3. When an employee's straight time scheduled hours or work fall wholly or in part between 7 p.m. and 7 a.m., the employee shall be paid an evening or night differential of 10% of basic hourly rate per hour for all such hours worked between 7 p.m. and 7 a.m. on such tours including connecting overtime hours.

ARTICLE 19

Seniority

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

- (a) Quits for any reason;
- (b) Is discharged;
- (c) Is laid off for more than one (1) year; or
- (d) Fails to return from any leave of absence in accordance with the terms of such leave of absence.

Section 2. When any provision of this Agreement calls for the application of the principle of seniority, it shall apply by work group (make up of same to be determined by the Company), except in the case of promotions where its application shall be company-wide.

Section 3. 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 five (5) years of seniority since his/her most recent date of hire, receive credit for his/her previous seniority with the Company for the purpose of seniority credit and for computing benefits. Provided, however, that the provisions of the pension plan shall be controlling for bridging previous seniority under the plan.

Section 4. Any employee who transfers to the Company from any affiliate Company (within the Windstream System) shall be credited with seniority in an amount consistent with his/her length of continuous service with such affiliate companies, and any non-bargaining unit employee who is transferred to a bargaining unit position shall carry with him/her seniority in an amount consistent with his/her length of continuous service with the Company.

ARTICLE 20 Reduction in Force or Layoffs

Section 1. Whenever the Company considers it essential and necessary to part-time or lay off 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:

- (a) Temporary employees shall be laid off first.
- (b) If further layoffs are necessary, they shall be in the inverse order of seniority among employees performing essentially the same type work in the particular department of the Company.

- (c) Any employee who would otherwise be laid off shall have the right to claim the job of a junior employee having the least seniority within any equal or lower job classification, provided he/she is qualified in the judgment of the Company to perform the job.

Section 2. In rehiring after a layoff, the Company agrees to offer re-employment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees were 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 one (1) year.

Section 3. In the case of layoff, the Company will notify the employee or employees to be affected not less than thirty (30) days in advance of the layoff.

Section 4. An employee shall not be considered to be in the continuous service with the Company for any time period during which he/she is laid off pursuant to Article 20. Therefore, seniority shall not accumulate during such period.

Section 5. A regular, full-time employee who is laid off for lack of work shall be entitled to severance pay in the amount of one week's 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.

Any regular employee hired after April 18, 2010 with one (1) year of continuous service, who are laid off in accordance with this Article, shall be paid a termination allowance of two (2)

weeks pay for every whole year of service up to a maximum of twenty-six (26) weeks pay. Whole years of service are counted from hire date/net credited service date with Windstream.

ARTICLE 21

Discharges, Demotions, and Suspensions

Any discharge, demotion or suspension shall be only for proper cause. However, it is mutually understood that all new employees are on probationary employment status for a period of twelve (12) months from the date of employment and are subject to discharge at the discretion of the management. Any such discharge of a probationary employee shall be subject to the grievance procedure but not subject to the arbitration provisions of this Agreement.

ARTICLE 22

Promotions

Section 1. Job vacancies within the bargaining unit shall be posted for seven (7) working days using the on-line posting process before being filled. Employees within the bargaining unit may indicate their desire to be considered for the unfilled job by completing a profile and applying for the vacancy online.

Section 2. Qualifications for the job are to be determined by management. The Company retains the right to conduct oral and written tests in determining qualifications. In cases where more than one candidate has substantially equal qualifications, then seniority shall prevail.

Section 3. If there are no qualified employees for unfilled job openings, management may hire new employees to fill the job.

Section 4. Job vacancies within the bargaining unit shall be posted for seven (7) working days using the on-line posting process before being filled. Employees within the bargaining unit may indicate their desire to be considered for the unfilled job by completing a profile and applying for the vacancy online. Any employee filing such a request will be given consideration for such job classification when a vacancy occurs therein. Where more than one employee has a request on file, and other qualifications are substantially equal, seniority shall govern. If the vacancy is filled with an employee making such request, the provisions of Article 22, Section 1 will not take effect.

Section 5. In the absence of transfer requests as described above and bidders through Article 22, Section 1, employees will be moved within the same job title in the inverse order of seniority, among those persons qualified.

ARTICLE 23
Wage Treatment in Case of Promotion

When an employee is promoted, his/her new hourly rate of pay will be determined by placing him/her on the new schedule at the same number of months he/she was on the old schedule. In no case will this affect the employee's next regular progression.

ARTICLE 24
Travel Time

Section 1. When an employee reports in to his regular reporting location and is required to travel to another exchange area, such travel time shall be considered time worked.

Section 2. 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 over a five (5) weeks period of time, the Company will provide transportation for the employee to travel to his home at least every three (3) weeks.

Section 3. The Company shall, if possible, furnish transportation in a Company vehicle when traveling on company business. When the Company transportation is not available and the Company requests that the employee use his/her personal automobile, the Company will pay the employee the IRS guidelines for mileage for the authorized automobile route of miles traveled.

4. The Company shall pay the employee **\$45.00** per day for meals and expenses other than lodging and transportation when an employee is assigned to attend a training school or work at a location that requires the employee to lodge away overnight.

ARTICLE 25
Contract Work Limitations

The Company agrees that it will not contract out craft work to the extent and degree that it would cause the layoff of any regular, full-time, temporary, or part-time employee.

It is understood that the Company may transfer work functions to other locations of Windstream Mississippi, LLC and to other locations operated by Windstream Corporation or a subsidiary of Windstream Corporation. The affected employees will be given the opportunity to follow the transferred work if they so desire and the Company will pay (up to a maximum of \$800) in moving expenses if the new reporting location to which he/she is required to report is more than fifty (50) miles from the reporting location to which he/she previously reported. If an employee declines the transfer, termination pay will be paid as set forth in Article 20, Section 5 of the Agreement.

ARTICLE 26
Sickness and Accident

Section 1. Absences due to sickness and disability shall be administered in accordance with the Company's Sick Pay Program and Short Term Disability Plan, as described during bargaining toward this Agreement. See Appendix C.

Section 2. Employees shall not be entitled to receive sickness disability benefits for time for which any wages are paid them by the Company 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 benefit may be made contingent upon receipt of a satisfactorily completed doctor's certificate. An employee shall not be entitled to benefits if he declines to permit the Company physician to make an examination to determine the employee's physical condition.

In case of disability due to intoxication, or misuse of stimulants or narcotics, or willful misconduct, no right to benefits shall exist.

Section 3. In the case of on-the-job injury, the employee shall be entitled to the benefits specified without regard to any waiting period provided for in Section 1 of this Article. Such benefits shall be reduced by the amount the employee receives from worker's compensation coverage.

ARTICLE 27
Inclement Weather

Section 1. 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.

Section 2. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

Section 3. 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 shall be paid a minimum of three (3) hours pay at the straight time rate if he reports to work.

ARTICLE 28
Personnel Records

Section 1. 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, within a reasonable length of time for his inspection. Upon written consent of the employee, such records shall also be made available to the Union where the Union requests same for the purpose of handling or the investigation of a grievance.

Section 2. 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 a reasonable time.

ARTICLE 29
Bulletin Boards

Section 1. The Union shall be permitted adequate space to place bulletin boards on Company property where employees report for work.

Section 2. Union bulletin boards shall conform with those in use by the Company. All Union bulletin boards shall be plainly marked as Union bulletin boards.

Section 3. Union bulletin boards shall be furnished, installed and maintained by the Union.

Section 4. Union bulletin boards will be used for such matters as announcements of Union meetings, social functions, nominations and elections 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
Check-Off

Section 1. The Company agrees to deduct Union membership dues providing the same are authorized in writing by the employee on a form, a copy of which is attached hereto as Appendix B and made a part hereof, and in accordance with the provisions 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.

Section 2. The Company agrees to furnish the Union 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. Such list will also furnish the names of any new employees.

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 operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 32
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 contract

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 **and the Union representative will be allowed thirty (30 minutes of Company paid time for orientation with each new employee.**

ARTICLE 33 Group Insurance

Section 1. 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.

Section 2. An employee participating in the primary health care plan of the Company will contribute toward the cost of those plans on the same basis as a similarly situated non-bargaining employee.

ARTICLE 34
Educational Programs

Each regular employee is encouraged to attend various accredited schools to study subjects or degree programs related to the telephone industry and the Company will reimburse them for the tuition and books upon satisfactory completion of these studies. Advanced approval of courses and passing grades are required.

Employees must meet the provisions of the Windstream Educational bargaining unit Assistance Plan as presented. A detailed summary plan description of the program is available from the Human Resources Department. See Appendix D, which describes the Windstream Educational Assistance plan available to all bargaining unit employees.

Any employee that completes CDL training provided by the Company will reimburse the Company for the cost of CDL training if the employee resigns prior to one year after receiving their CDL.

ARTICLE 35
Health and Safety

The Company agrees to make all reasonable provisions for the health and safety of the employees during the hours of their employment and to keep employees informed as to such provisions. The union agrees to cooperate with the Company in assuring conformance to all established safety regulations.

The parties agree to participate in safety meetings **once every six months**. There will be one representative from the union present at the Safety Committee Meeting. An agenda will be prepared and distributed for each meeting. Employees may submit to their manager concerns or suggestions relating to safe working conditions, accidents or injuries, **and other items of concern**. As soon as possible after the meeting, the manager and employee will review the items discussed with the employees.

ARTICLE 36
Duration

This Agreement shall be effective from April 18, **2025** to and including April 17, **2028** and shall continue in force thereafter unless terminated by written notice from either party to the other,

in which case this Agreement shall terminate sixty (60) days following the receipt of such notice. In the event a new Agreement is not entered into between the parties hereto before this Agreement is terminated as a result of such termination notice, this Agreement may be extended beyond such termination date by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers this 18th day of April **2025**.

COMMUNICATIONS WORKERS
OF AMERICA

WINDSTREAM MISSISSIPPI, LLC

Herman Junkin, CWA Representative

Kent Smith, Director HR/Labor Relations

APPENDIX A
PROGRESSION SCHEDULE

SCHEDULE 1

Network Technician

	<u>Current</u>	<u>Effective</u> <u>4/18/2025</u>	<u>Effective</u> <u>4/18/2026</u>	<u>Effective</u> <u>4/18/2027</u>
Start	17.74	18.45	19.00	19.57
6 Months	19.44	20.22	20.83	21.45
12 Months	20.97	21.81	22.46	23.13
24 Months	23.70	24.65	25.39	26.15
36 Months	26.28	27.33	28.15	28.99
48 Months	28.90	30.06	30.96	31.89
60 Months	33.52	34.86	35.91	36.99

Network Technicians forced to accept a CST position through a force reduction will continue to receive wages applicable to their former title.

APPENDIX A
PROGRESSION SCHEDULE

SCHEDULE 2

Construction Technician

	<u>Current</u>	<u>Effective</u> <u>4/18/2025</u>	<u>Effective</u> <u>4/18/2026</u>	<u>Effective</u> <u>4/18/2027</u>
Start	17.34	18.03	18.57	19.13
6 Months	18.90	19.66	20.25	20.86
12 Months	20.43	21.25	21.89	22.55
24 Months	23.04	23.96	24.68	25.42
36 Months	25.50	26.52	27.32	28.14
48 Months	28.01	29.13	30.00	30.90
60 Months	32.41	33.71	34.72	35.76

APPENDIX A
PROGRESSION SCHEDULE
SCHEDULE 3

Customer Service Technician

	<u>Current</u>	<u>Effective 4/18/2025</u>	<u>Effective 4/18/2026</u>	<u>Effective 4/18/2027</u>
Start	17.00	17.68	18.21	18.76
12 Months	19.00	19.76	20.35	20.96
24 Months	21.00	21.84	22.50	23.18
36 Months	23.00	23.92	24.64	25.38
48 Months	25.00	26.00	26.78	27.58
60 Months	27.00	28.08	28.92	29.79
72 Months	30.17	31.38	32.32	33.29
84 Months	31.77	33.04	34.03	35.05
96 Months	32.41	33.71	34.72	35.76

APPENDIX A
PROGRESSION SCHEDULE
SCHEDULE 4

Material Coordinator

	<u>Current</u>	<u>Effective</u> <u>4/18/2025</u>	<u>Effective</u> <u>4/18/2026</u>	<u>Effective</u> <u>4/18/2027</u>
Start	15.92	16.56	17.06	17.57
12 Months	18.04	18.76	19.32	19.90
24 Months	20.17	20.98	21.61	22.26
36 Months	22.29	23.18	23.88	24.60
48 Months	24.41	25.39	26.15	26.93
60 Months	26.53	27.59	28.42	29.27

APPENDIX A
PROGRESSION SCHEDULE
SCHEDULE 5

Buried Drop Technician

	<u>Current</u>	<u>Effective</u> <u>4/18/2025</u>	<u>Effective</u> <u>4/18/2026</u>	<u>Effective</u> <u>4/18/2027</u>
Start	16.00	16.64	17.14	17.65
Year 1	17.80	18.51	19.07	19.64
Year 2	19.60	20.38	20.99	21.62
Year 3	21.40	22.26	22.93	23.62
Year 4	23.20	24.13	24.85	25.60
Year 5	25.00	26.00	26.78	27.58

APPENDIX B

(Print) Last Name	Given Name	Middle Name or Initial
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Department	Social Security No.	Local No.
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Work Location (City or Town)	(State)
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PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

Beginning in (Month) , (Year) , I hereby authorize Windstream Mississippi, LLC to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments the amount of my regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. 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. 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 shall continue in effect until canceled by written notice from the Secretary-Treasurer of the Communications Workers of America, or until canceled by written notice given by me during the ten (10) day period prior to the date one year from the effective date of the current Agreement between the Company and the Union, or during the ten (10) day period preceding such subsequent annual anniversary of such effective date.

(Date)

(Signature of Employee)

APPENDIX C

Sick Pay Program and Short Term Disability Program

Windstream provides the following sick pay:

- Three (3) months to 16 years of service: seven (7) days (56 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctors' appointments and for the care or treatment of an ill family member unless state law requires otherwise.
- More than 16 years of service: eight (8) days (64 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctors' appointments and for the care or treatment of an ill family member unless state law requires otherwise.

"Family member" is defined as an employee's spouse, child, or parent. Windstream may request a doctor's note for any absence; however, absences of more than 3 consecutive workdays automatically requires medical documentation for payment under the Sick Pay Program.

Other Uses for Sick Pay

Employees can use up to one (1) day of sick pay for personal "well-being." Employees may use this "well-being day" to complete preventive exams, meet with a financial planner, volunteer, or other activity to enhance their overall personal wellness. Employees may also use up to one (1) day of sick pay for the care or treatment of a pet or for bereavement of an employee's pet. Windstream may require documentation supporting use of sick pay for pet care or bereavement.

Eligibility

- Regular (scheduled to work at least 30 hours/week) employees are eligible to receive Sick Pay.
- Part-time regular employees are eligible to receive Sick Pay on a pro-rated basis determined by their weekly work schedule.
- New employees will receive sick leave according to the New Hire section in Windstream People Practices.
- Rehires with at least three months of prior service are eligible for sick pay on their first day of employment and is prorated per number of months left in the calendar year.

An employee on an approved leave of absence on January 1 will not be eligible for sick pay until they return to work for at least one day in the new calendar year. This provision excludes those employees who are using Sick Pay hours in the elimination period towards an approved Short-Term Disability leave.

Medical Documentation

Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required during the employee's absence, or Windstream may require the employee to submit to an examination at the Company's expense, by a company-selected physician, to determine whether the employee's condition meets the criteria for payment under Windstream policy. This option may be invoked by Windstream either to start or to continue payment.

Other Windstream Programs

Employees who are absent for an extended period of time may qualify for other salary continuation programs, such as Short-Term Disability or, subsequently, Long Term Disability. Please refer to individual program information to review eligibility.

Attendance

Windstream needs the help and skills of each employee every day that they are scheduled to work. When there is an absence, regardless of the reason, the Company's ability to serve its customers is negatively impacted. Regular attendance is an essential function of the job, equally as important as other job performance expectations. Although Windstream provides the Sick Pay Program, employees should not view this as an entitlement to take paid time off for reasons not permitted under this Policy, unless state or local law provides otherwise. Abuse or misuse of the Sick Pay Program may result in corrective action, up to and including termination of employment.

Workers' Compensation

Workers' compensation benefit is supplemented to 100% of Windstream pay. The employee's Sick Pay allotment will not be reduced by payments made through the state's Workers' Compensation program.

Other Disability Programs

If an employee is receiving disability benefits from another source (e.g. state disability, Social Security), the amount of disability pay is supplemented to 100% of Windstream pay by Sick Pay.

Exclusions from the Sick Pay Program

The following conditions are excluded from payment under the Sick Pay Program:

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.

Carry-over / Payment upon Termination

Unused sick leave does not carry-over from year-to-year unless state law requires. Windstream does not payout unused, accrued sick leave upon termination of employment.

SHORT TERM DISABILITY PROGRAM

The Short-Term Disability (STD) plan is a salary continuation program that is separate and distinct from the Sick Pay Program. STD provides up to 26 weeks of pay per approved disability for eligible employees in the event of their own injury or illness.

- 6 months to 5 years of service: 6 weeks full pay/20 weeks 66% pay.
- More than 5 years of service to 16 years of service: 13 weeks full pay/13 weeks 66% pay.
- More than 16 years of service: 26 weeks of full pay.

STD claims will be reviewed for approval or denial by a third-party administrator, which is currently New York Life (formerly CIGNA). A Windstream Leave of Absence Specialist will coordinate claims processing and payment.

Eligibility

- Regular (scheduled to work at least 30 hours/week) employees are eligible to receive Short Term Disability.
- Part-time regular employees who work 30 or more hours in a week are eligible for Short Term Disability on a pro-rated basis determined by their weekly work schedule.
- New employees are eligible for Short Term Disability the first of the month in which their 6-month anniversary falls.
- Rehires with at least twelve months prior service are eligible for Short Term Disability on their first day of employment.

Definition of Disability

For the purpose of determining benefits under this plan, Disabled or Disability means that, due to sickness or as a direct result of accidental injury:

- You are receiving appropriate care and treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of your pre-disability earnings at your own occupation or an occupation within Windstream for which you are reasonably qualified taking into account your training, education and experience.

To Apply

Employees must apply for and meet the criteria for eligibility under the STD Plan. Application should be made by calling New York Life at 1-855-250-9412. If you have returned to work from an approved STD leave of absence and need to go out again for the same condition and have not been back at work for more than 13 weeks, provide New York Life with your original claim number and indicate this is a continuation of a previous leave.

Pay Guidelines

Upon approval of the employee's Short-Term Disability application, payment under the Short-Term Disability Plan will begin.

- Employees who are approved for payment under Short Term Disability will be paid in accordance with the Plan from the first day of approved absence.
- Payment under Short Term Disability for approved absences will be delayed when employees do not respond as needed to questions/follow-up from LOA Specialist and/or New York Life.
- Employees will be paid using any available paid time (sick pay, vacation, and optional holiday) for the first seven days of their leave and until their leave is approved.
- If all paid time is exhausted prior to or during the Short-Term Disability approval process, the employee will be unpaid until the Short-Term Disability application is approved.
- If the Short-Term Disability application is subsequently approved, the payment under Short Term Disability will be retroactive to the first day of approved absence and the hours paid under other pay types (sick, vacation, optional holiday), will be restored.
- Eligibility for payment of commissions and quota-relief while on STD are based on the terms of the applicable compensation plan. Employees should refer to their individual compensation plans for more information.

Medical Documentation

- Medical certification will always be required before payment under the Short-Term Disability Plan can be approved.
- Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required during the employee's absence, or Windstream may require the employee submit to an examination at the Company's expense, by a company-selected physician, to determine the employee's condition for payment-eligibility purposes. This option may be invoked by Windstream either to start or to continue payment.

Coordination with LTD Payment

The Long-Term Disability (LTD) plan, if applicable, contains a provision for a 180-day elimination period per disability. Short Term Disability is intended to protect the employee's income during the LTD elimination period. In determining the elimination period, employees will be allowed up to 30 days of "temporary recovery" before a new LTD elimination period will begin.

Coordination with Workers' Compensation

If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of Windstream pay provided the disability is approved under the provisions of the Short-Term Disability Plan. Employees must follow the procedures for submitting a claim for Short Term Disability through New York Life as outlined in the Short-Term Disability instructions.

If an employee is absent from work more than 3 consecutive days, or several intermittent days, the employee should contact New York Life at 1-855-250-9412. The employee should apply for a leave of absence and possibly FMLA even if the employee was injured and absent from work due to an accident on the job.

Coordination with Other Disability Programs

If an employee is receiving disability benefits from another source (e.g. state disability, Social Security), the amount of disability pay is supplemented to 100% of Windstream pay by Short Term Disability.

Exclusions from Short Term Disability Program

The following conditions are excluded from payment under Short Term Disability:

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Dental procedures, except those performed by an oral surgeon under general anesthesia.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.

The determination of a qualifying condition/disability eligible for payment under the Short-Term Disability Plan is at the sole discretion of the company and/or the third-party administrator.

Appeal Process

If benefits are denied based on New York Life's Short-Term Disability claim decision, an Appeal may be submitted directly to New York Life. New York Life must receive the Appeal by following the steps outlined below:

- Submit an appeal letter to New York Life within 180 days of the denial letter.
- The appeal letter should be sent to the New York Life representative signing the denial letter to the address noted on the letterhead.
- The appeal letter must include:
 1. Name of disabled employee.
 2. Reference to the claim decision.
 3. An explanation for appealing the determination.
 4. The claim number.
- The employee may also submit additional information. Additional information may include, but is not limited to: medical records from the doctor and/or hospital, test result reports, therapy notes, etc. These medical records should cover the period outlined within the New York Life denial letter.

After New York Life receives the complete appeal request, a full and fair review of the claim will be conducted, and an appeal determination will be rendered directly to the employee by New York Life within 45 days from receipt of the appeal.

Return to Work

The employee will be required to submit a copy of the Medical Release to Return to Work authorization to their manager before they will be allowed to return to work.

APPENDIX D

Windstream Mississippi, LLC

REACH (Realizing Education Advancement Certification & Higher Learning)

All permanent full-time and permanent part-time employees are eligible for educational assistance.

Educational Assistance

All permanent full-time and permanent part-time employees are eligible for educational assistance. Employees may receive a maximum of \$5,250 per calendar year for tuition and fees associated with job-related courses or non-job-related courses that are part of a degree program utilized by Windstream. Vocational, undergraduate, and graduate courses are eligible. Employees must receive a grade of "C" or better to qualify for reimbursement.

General Description

Windstream encourages the educational growth and development of its employees by sponsoring REACH (Realizing Education Advancement Certification & Higher Learning).

REACH is a fringe benefit plan administered according to the Internal Revenue Code (IRC) Sections 127 and 132. Eligible employees are reimbursed out of general assets for covered expenses. Reimbursement for an eligible employee may not exceed a maximum of \$5,250 per calendar year. Employees covered by a collective bargaining unit are subject to the maximum amount defined in the applicable Collective Bargaining Agreement (CBA). If not specified in the CBA, the maximum annual reimbursement for bargaining employees is \$2,000. Reimbursements are applied toward the calendar year in which the course ends. Temporary employees are not qualified.

Covered Expenses:

- Tuition and tuition equivalent expenses are covered expenses such as:
- Testing fees associated with qualifying for a course of study leading to a degree (e.g., SAT, ACT, GMAT). Prep courses for these tests are not eligible for reimbursement.
- Testing fees for professional certification (e.g., CPA, PHR, PMP, Cisco, CompTIA)
- Fees for CLEP and other credit by examination tests for which the employee receives college credit.
- Required fees (e.g., general fees, activity fees, lab fees, course fees, technology fees)
- Required book expenses associated with course work
- Study materials and prep courses associated with professional certifications examinations (e.g., PHR, PMP, Cisco) are reimbursed upon passing the certification exam.

Non-covered Expenses:

- Any of the covered expenses listed above if the employee does not receive a grade of "C" or higher for any course for which grades are or may be given, or if the employee does not pass a course for which grades are not given, but only a pass/fail report is given
- Any of the covered expenses listed above for which the employee received a scholarship, grant or discount
- Late fees
- Installment and deferred payment fees
- Retest fees

- Courses involving sports, games, or hobbies are excluded, even if required the degree program
- Study aides not required for the course
- Supplies, including calculators, pens, notebooks, computers and software
- Meals, lodging or transportation
- Membership dues
- Parking fees
- MS Office courses (see Windstream University site for courses)
- Courses that earn PDU's and CPE's to maintain certifications

Eligibility Requirements:

- The employee must be classified as permanent full-time or permanent part-time scheduled to work at least 20 hours per week.
- Courses must be:
 - Job related and normally taken at an accredited college, university, vocational/technical school or in an adult education program; or
 - Non-job related if taken as part of a degree program at an accredited college or university. The degree program must be related to Windstream's business, i.e., degrees utilized by Windstream, as determined by Windstream in its sole discretion.
- The employee must receive a grade of "C" or higher for any course for which grades are or may be given. A grade report must accompany the request for reimbursement.
- For professional certifications (e.g., Cisco), the score report is required for reimbursement.
- Course work must not adversely affect the employee's job performance.
- All class hours must be outside of the employee's normal working hours.
- The employee must be active on Windstream's payroll at the time of reimbursement.

Taxation of Reimbursement

REACH reimbursements for undergraduate and graduate classes are considered non-taxable income. Tax laws often change. Accordingly, Windstream can provide no guarantee that any educational assistance will remain tax-free.

Application Process

An employee interested in educational assistance should:

- Complete the **REACH Application Form** prior to enrollment, found in the forms section in [Dayforce](#). Any applications received after course enrollment or test registration must be accompanied by a written explanation from the employee's supervisor outlining the reason for the delay and why the application should be approved.
- The REACH program coordinator will review the application and notify the employee and the employee's supervisor via email if the application is approved.
- [Click here](#) for instructions on accessing *HR Forms for Employees* in Dayforce.

Reimbursement Process

The employee must:

- Apply for reimbursement within sixty (60) calendar days after completing the course(s) or receiving notification of successful completion of a test; and

- Complete the **REACH Reimbursement Form**, found in the forms section in [Dayforce](#), and upload receipts for covered expenses along with a grade report or certificate indicating successful completion.
 - A current statement of the school account showing in full all charges and payments including scholarships, loans, grants and discounts, itemized receipts for books and other covered expenses, and a grade report or certificate indicating successful completion must be attached to the completed Request for Reimbursement form.
 - The employee must pay for the class prior to submitting the reimbursement request. Deferred payment agreements are accepted as proof of payment. When deferred, proof of payment is required after payment has been issued and applied to school account.
 - [Click here](#) for instructions on accessing *HR Forms for Employees* in Dayforce.

Reimbursement Agreement

Employees seeking benefits under REACH will be required to sign a reimbursement agreement that provides for reimbursement to Windstream of educational benefits paid during the 12 months preceding voluntary termination or termination for cause of employment.

APPENDIX E

LABOR RELATIONS
Katherine J. Warn
Director – Labor Relations

April 14, 2004

Mr. Ronald Tyree
CWA Representative
Communications Workers of America
187 Stateline Road East, Suite 15
Southaven, MS 38671

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

Dear Ron:

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

Mr. Ronald Tyree
April 14, 2004
Page 2

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.

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

APPROVED:

CWA Representative

APPENDIX F

April 18, 2007



Mr. Ron Tyree
CWA Representative
Communications Workers of America
Local 3511
187 Stateline Road East, Suite 15
Southaven, MS 38671

Re: Windstream Mississippi, Inc.

Dear Ron:

During the course of bargaining towards the new Agreement between Windstream Mississippi, Inc. and the Communications Workers of America, the parties agreed to the following, which are not reflected in the new Collective Bargaining Agreement:

1. The new Sick Pay Program and Short-Term Disability Program appearing in Article 26 will become effective January 1, 2008.
2. Eliminate the current Cashier classification and implement the Retail Sales Consultant position as described to the Union during bargaining. The Retail Sales Consultant Plan Document and Retail Sales Consultant Summary in addition to the wage progression were presented during bargaining. The current Cashiers, Peggie Hall and Margaret Holmes, will be reclassified as Retail Sales Consultants. They will be eligible for incentive as described in the Compensation Plan Document but will not be eligible for the Rewards Program. Effective April 18, 2007 they will be paid \$15.46 per hour, effective October 18, 2007 paid \$15.61 per hour; effective April 18, 2008 paid \$15.76 per hour; effective April 18, 2009 paid \$15.91 per hour; effective October 18, 2009 paid \$16.06 per hour.
3. The Union expressed an interest in learning more about the possibilities of freezing the pension plan and enrolling in a 401(k) matching program. The Company agreed that it would pursue the issue with its pension experts and discuss with the Union at a later date.
4. The Union expressed an interest in the Company paying for Applied Professional Training (APT) courses. The Company agreed to review each offering and reimburse where it deems appropriate through the Windstream Educational Assistance Program.
5. Employees will be required to sign up for direct deposit or have their paychecks mailed to their home address or other non-Company address effective June 1, 2007.

Per our discussion, this letter will be included with the new Agreement, effective April 18, 2007. If you are in agreement, please sign below.

Very Truly Yours,

Katherine J. Warn

APPROVED:

CWA Representative

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



LABOR RELATIONS
Katherine J. Warn
Staff Manager
330-650-7456

May 11, 2001

Mr. Ronald Tyree
CWA Representative
Communications Workers of America
187 Stateline Road East – Suite 15
Southaven, Mississippi 38671

In Re: ALLTEL Mississippi, Inc.

Dear Ron:

During the course of bargaining towards the new Agreement between ALLTEL Mississippi, Inc. and the Communications Workers of America, the Company agreed on the two items listed below which are not reflected in the new labor agreement:

1. The Company will agree to provide additional, qualified HMO/PPO providers in our service area, during the open enrollment periods, as they become available.
2. The job titles of Warehouse Person and Customer Service Assistant are currently not populated, but should the Company choose to hire employees to perform these functions, such employees will be bargaining unit employees.

Per our discussion, this letter will be included with the new Agreement effective April 18, 2000.

Very truly yours,

A handwritten signature in black ink that reads "Katherine J. Warn". The signature is written in a cursive, flowing style.

Katherine J. Warn
Staff Manager – Labor Relations

Windstream Communications
50 Executive Parkway
Hudson, OH 44236-1676

Katherine J. Warn
Director, Labor Relations
t: 330.650.7456

March 24, 2010



Mr. Ron Tyree
Communications Workers of America
Local Union No. 3511
187 Stateline Road East, Suite 15
Southaven, MS 38671

RE: Windstream Mississippi, Inc.
Retail Sales Consultant

Dear Ron:

During the course of bargaining towards the new agreement between Windstream Mississippi, Inc. and the Communications Workers of America, the parties agreed to not include the references to the Retail Sales Consultant job title which appeared in the agreement and in Appendix A because the title is currently not populated. Should the Company in the future choose to hire Retail Sales Consultants, such employees will be bargaining unit employees. The current wage progression starts at \$8.63 and the top wage rate is \$13.93.

A Retail Sales Consultant who promotes to a higher paid classification shall receive a 5% wage increase. The employee shall be paid at such new rate until his/her next regular progression interval review date (which shall not change by reason of the promotion) at which date he/she shall progress to the next higher stated wage rate of the new higher wage schedule. The employee would then follow the wage progression steps.

Per our discussion, this letter will be included with the new agreement, effective April 18, 2010.

Sincerely,

A handwritten signature in blue ink that reads "Katherine J. Warn".

Katherine J. Warn

KJW:emk

APPENDIX G

This Agreement is Subject to Change as Negotiated by Parties at Expiration

AGREEMENT BETWEEN
WINDSTREAM SERVICES, LLC. AND
THE COMMUNICATIONS WORKERS OF AMERICA

WHEREAS, Windstream Services, LLC (formerly known as Windstream Corporation) (hereinafter referred to as "Windstream") maintains the Windstream Pension Plan, as amended and restated (hereinafter referred to as the "Pension Plan"); and

WHEREAS, Windstream also maintains the Windstream 401(k) Plan, as amended and restated (hereinafter referred to as the "401(k) Plan"); and,

WHEREAS, some present participants in the Pension Plan and 401(k) Plan, are represented by local affiliates of the Communications Workers of America (together with the local affiliates the "CWA"); and

WHEREAS, the CWA have conducted discussions with Windstream relative to prospective participation in both the Pension Plan and the 401(k) Plan by those represented by the CWA; and,

WHEREAS, such discussions have been solely on behalf of employees covered by a collective bargaining agreement with one of the subsidiaries of Windstream listed on Exhibit A hereto (to the exclusion of any other subsidiary company of Windstream); and,

WHEREAS, it is understood that the aforesaid discussions do not affect the continuing appropriateness of the historic, local bargaining relationships between the CWA and affiliate companies of Windstream; and,

WHEREAS, it is understood that discussions relative to the Pension Plan and/or 401(k) Plan may be entered into, on mutual consent, at any time;

NOW, THEREFORE, IT IS AGREED:

A. Effective as of July 8, 2018, or as soon as administratively practicable thereafter, the Pension Plan shall be frozen to any employee who had 30 or more vesting years of service under

C. A lump sum optional form of payment shall be added to the Windstream Pension Plan effective July 1, 2018 which may be elected in accordance with the Plan terms and IRS requirements, including spousal consent, and the value of which shall be based on the participant's age 65 accrued benefit (or actual age, if later) and the IRS applicable mortality table and applicable interest rate as amended from time to time.

D. Effective July 1, 2018, an early retirement option shall be added to the Pension Plan allowing participants of any age to retire on or after July 1, 2018 with an unreduced accrued benefit for accrued benefits earned while covered under this or a prior Agreement if they have a total of thirty or more vesting years of service. This option may be elected in accordance with the Plan terms, IRS requirements and any other controlling law.

E. Employees who are participants in the Pension Plan, including Impacted Employees prior to the date their accruals are frozen, shall be permitted to participate in the 401(k) Plan on the following basis:

1. Employees will be permitted to make salary deferrals as defined for Federal Income Tax purposes ("Deferrals") to the 401(k) Plan. The amount of the Deferrals will be the same as for all other eligible 401(k) Plan participants.
2. No employer contributions of any kind will be made to the 401(k) Plan.
3. All other 401(k) Plan terms shall otherwise apply.

F. Employees who are not participants in the Pension Plan (i.e., those employees hired into bargaining units covered by this Agreement on and after March 1, 2012) and for an Impacted Employee (effective on and after July 8, 2018 or, if later, the date an Impacted Employee's accrued benefit under the Pension Plan is frozen at a later date), shall be eligible to participate in the 401(k) Plan on the following basis:

1. Employee Deferrals 1% to 50% (in increments of 1%) of 401(k) Plan compensation, as defined by the 401(k) Plan (subject to maximum limits set by the Plan).
2. Employer Contributions — For those employed on the last day of the 401(k) Plan Year, a 100% match of the first 3% of the employee's Deferrals, plus 50% of the next 2% of the employee's Deferrals. (The employee Deferrals referenced in the prior sentence do not include catch-up contributions.)

3. Participants that exceed the highly compensated definition as defined for Federal Income Tax purposes, adjusted annually by law, may be restricted in the amount that they are allowed to contribute to the Plan.
4. All other 401(k) Plan terms shall apply in the same manner applicable to non-bargaining employees, except that the employees shall not be covered by the safe-harbor formula provisions of the 401(k) Plan unless otherwise determined by the Windstream in accordance with IRS requirements.

G. Annually in February, Windstream will provide the CWA with a report which includes (a) the prior calendar year's financial performance of all investment options which were available to 401(k) Plan participants, and (b) the prior calendar year's rate of participation in the 401(k) Plan by Employees.

H. The CWA has submitted this agreement for ratification, and the Locals have ratified the terms set forth in this Agreement, and the CWA is fully authorized by the Locals to enter into this Agreement. In accordance with this Agreement, the CWA hereby amends any pre-existing agreement with Windstream or any affiliate company listed on Exhibit A, and agrees to comply with the terms and conditions of this Agreement and waive the right to bargain with respect to the subject of retirement benefits until December 1, 2019. Further, the CWA will execute any and all documents necessary to implement the above.

I. This Agreement and the provisions hereof are subject to the drafting of appropriate language for formal amendments to the Pension Plan and 401(k) Plan and the continued tax qualified status of both the Pension Plan and 401(k) Plan.

J. This Agreement is effective from March 2, 2017 through December 1, 2019.

COMMUNICATIONS WORKERS of AMERICA

By:  _____

Date: 11-16-17 _____

WINDSTREAM SERVICES, LLC

By:  _____

Date: Nov. 16, 2017 _____

WINDSTREAM MISSISSIPPI, LLC

and

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 3511

**Memorandum of Agreement
Establishing a Construction Technician Classification**

Windstream Mississippi, LLC (“Company”) and CWA Local 3511 (“Union”) agree to establish a Construction Technician classification. Effective on the full execution of this agreement, the Construction Technician classification shall be established and added to the Collective Bargaining Agreement (CBA). The Union agrees and understands that if the Union does not agree to this MOA Construction Technicians will not be included in the bargaining unit. All terms and conditions of the CBA shall apply to Construction Technicians except as otherwise set forth below:

1. Construction Technicians’ work will be construction, rehabilitation and upgrading of the Company’s telecommunication facilities. The Company may assign other work, including work primarily done by Customer Service Technicians and Field Service Technicians in the bargaining unit when required by abnormally high service demand or there is no construction work available.

2. The Construction Technician wage scale shall be the same as the CST wage Schedule, Appendix A, Schedule 2. The Company may hire onto any tier of the wage schedule based on the applicant’s experience, skill and ability. However, an active employee on Schedule 2 who bids on and accepts the Construction Technician title shall not have a reduction in his/her current wage schedule tier.

3. Construction Technicians may be required to travel to work at locations outside the exchanges covered by the bargaining unit and may be assigned to work in any areas including those represented by either the CWA or IBEW and their respective Locals. Except in cases of extreme emergency, the Company will provide seven (7) days’ notice, to the Local President, when loans are made into or out of the state for greater than one (1) work week. The Company will advise the Local of the details of the loan, the number of technicians to be loaned, the locations involved, and the anticipated duration of the loans. Travel outside of the employee’s home exchange shall be made in a Company provided vehicle unless mutually agreeable to the employee. Extreme emergencies are defined as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures.

4. The Union agrees that Company Construction Technicians represented by the CWA and IBEW in bargaining units outside the CBA may conduct Construction Technician work in the exchanges covered by this CBA, provided that such work shall not cause the lay-off of any employee in the bargaining unit that regularly performs the same work. Furthermore, work performed by such outside Technicians will not be permanent and will not be performed for more than 180 days continuous assignment without the consent of the Union. In all cases of

potential loans over 90 consecutive days the Company will discuss such loans with the Union. Without the consent of the Union, Construction Technicians not covered by this CBA shall not be loaned in to perform work outside of their job classification nor loaned in when existing bargaining unit Construction Technicians are loaned outside of their job classification.

5. Construction Technicians that are deployed at Company locations outside exchanges covered by the bargaining unit for more than twenty-one consecutive calendar days may return to their regular reporting locations one weekend every three weeks, beginning on the Friday after the twenty-first consecutive calendar day of deployment. Such weekend travel shall commence after the end of the Friday work day and end at the beginning of the following Monday workday. Travel expenses shall be paid pursuant to the contract.

6. The Company may assign Construction Technicians to standby duty including areas outside the geographic scope of this unit. Standby duty may be rotated among employees or crews (including with crews outside this unit) at the discretion of the Company and paid according to the contract.

7. Construction Technicians will be required to work overtime at the direction of the Company.

8. Construction Technicians that bid for and are awarded Field Service Technician positions will hold the CST title and receive CST wages.

9. The provisions contained herein shall prevail if in conflict with any provision of the CBA.

For the Union: Robert V. Johnson

Date: March 11, 2021

For the Company: Ben Preece

Date: March 11, 2021

WINDSTREAM MISSISSIPPI, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 3511

Memorandum of Agreement
Material Coordinator

Windstream Mississippi, LLC (Company) and the Communications Workers of America (Union) hereby agree to establish the position of Material Coordinator subject to the following.

1. Material Coordinators shall be paid according to the following wage schedule. The annual negotiated wage increases shall apply to this wage schedule.

Progression Schedule
Material Coordinator

Start	15.00
12 months	17.00
24 months	19.00
36 months	21.00
48 months	23.00
60 months	25.00

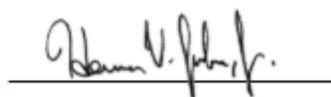
2. Material Coordinators' primary work will be warehouse work, inventory management, shipping and receiving, documentation, and all tasks associated therewith.

3. All terms and conditions of the collective bargaining agreement shall apply to the Material Coordinator position.

4. The terms and conditions set forth in this Memorandum of Agreement shall terminate on expiration of the collective bargaining agreement unless agreed to by the parties.

COMPANY

Communications Workers of America



Date: June 4, 2021

Date: June 14, 2021

WINDSTREAM MISSISSIPPI, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 3511

Memorandum of Agreement
Buried Drop Technician

Windstream Mississippi, LLC (Company) and the Communications Workers of America (Union) hereby agree to establish the position of Buried Drop Technician subject to the following.

1. Buried Drop Technicians shall be paid according to the following wage schedule. The annual negotiated wage increases shall not apply to this wage schedule.

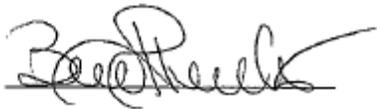
Progression Schedule
Buried Drop Technician

Start	16.00
Year 1	17.80
Year 2	19.60
Year 3	21.40
Year 4	23.20
Year 5	25.00

2. All terms and conditions of the collective bargaining agreement shall apply to the Buried Drop Technician position.

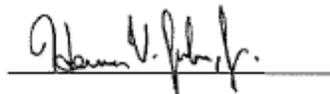
3. The terms and conditions set forth in this Memorandum of Agreement shall terminate on expiration of the collective bargaining agreement unless agreed to by the parties.

COMPANY



Date: July 9, 2021

Communications Workers of America



Date: July 9, 2021



Windstream Communications
4001 N. Rodney Parham Road
Little Rock, Arkansas 72212

June 3, 2021

Herman Junkin
Via email: hjunkin@cwa-union.org

RE: GPS/Vehicle Telemetrics MS CWA 3511

Dear Herman:

Windstream Communications, Inc. and the Communications Workers of America have reached an understanding in regard to the use of GPS with Vehicle Telemetrics.

The Company may introduce GPS to improve operations and efficiency. All employees will be notified and trained on the use of GPS prior to implementation and will be coached when and where appropriate. GPS will not be used for discipline. Where GPS data indicates the possibility of misconduct, a complete investigation will be conducted including appropriate interviews. Any discipline, if deemed appropriate by the Company, will be the result of the investigation and subject to challenge under the just cause provisions of the Collective Bargaining Agreement. All provisions of the Collective Bargaining Agreement shall remain intact.

This agreement shall terminate on expiration of the collective bargaining agreement unless agreed to by the parties.

If you are in agreement, please sign below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg H. [unclear]', with a horizontal line drawn above it.