

**AGREEMENT**

**BETWEEN**

**WINDSTREAM CAROLINA, LLC**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL UNIONS 3683 AND 3716**

**Effective**

**April 3, 2017 to April 2, 2020**



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**AGREEMENT**  
**BETWEEN**  
**WINDSTREAM CAROLINA, LLC**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**

This Agreement made this **3rd day of April 2017**, by and between Windstream Carolina, LLC, hereinafter referred to as “Company” and Communications Workers of America, hereinafter referred to as “Union”.

**WITNESSETH:**

**ARTICLE 1**

**RECOGNITION**

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 of all employees employed by the Company in its Plant, Commercial, or Traffic Department at its Matthews, Marshville, Wadesboro, Norwood, Pine Bluff, Laurel Hill, Waxhaw, Granite Quarry, Denton, Mooresville, Tryon, Old Town, and Aberdeen facilities, but excluding all engineers, computer operators, managerial employees, professional employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act, and all other employees.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE 2**

### **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 otherwise qualified for employment for reasons of race, creed, religion, color, sex, age, national origin, or disability and further to comply with all valid local, state and federal laws pertaining to employment discrimination.

## **ARTICLE 3**

### **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 purpose of discriminating against members of the Union or shall it alter the meaning of any provision of this Agreement.

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

## **ARTICLE 4**

### **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 representatives in his work group.

## **ARTICLE 5**

### **CHECK OFF**

Section 1. The Company agrees to deduct Union membership dues providing the same are authorized in writing by the employee. 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 and Local each month, a list showing the total dues collected and the names of employees for whom the dues were collected. The Company further agrees to furnish the names of all new employees, all employees promoted

out of the bargaining unit, and all employees who quit or are discharged or are otherwise off the payroll.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

Section 1. Except where specifically restricted by some other Article of this Agreement, any dispute between the parties may be made the subject of a grievance and may be taken to arbitration under the following procedures. This is not intended to mean that grievances must be filed on any specific dispute. On the contrary, the parties recognize that any difference may be settled in an informal manner, without the filing of a grievance.

Section 2. No grievance shall be recognized to exist unless it is presented as provided herein, within forty-five (45) calendar days after its original occurrence.

Section 3. When a grievance is presented in writing it shall be signed by the grievant and a Union representative, and shall contain a brief statement of the grievance and list the specific provisions of the Agreement claimed to have been violated.

The Company shall reply in writing to each written grievance and shall set forth a brief statement of the Company's reasons for granting or denying the grievance. The reply may be sent electronically. When such reply is sent electronically then the manager sending the reply will also telephone the Union Officer receiving the reply to notify him/her that the reply was sent. If the Union Officer is not available then the manager will call another Union representative in the grievant's area to inform him/her of the reply.

Section 4. Grievances other than those involving discharge and demotion, shall be presented and processed in the following manner:

Step 1. The grievance will be submitted in writing to the aggrieved employee's immediate supervisor. The supervisor will meet with the Steward within ten (10) calendar days of receiving notice of the grievance and give his answer within ten (10) calendar days of his meeting with the Steward.

Step 2. If the immediate supervisor's answer is not satisfactory to the Union, the grievance may then be submitted in writing to the Department Head or his designated representative within fourteen (14) calendar days after receipt of the supervisor's answer in Step 1 and he shall meet with the Local Union President or his/her designated representative within ten (10) calendar days after receipt of the grievance in Step 2. The Department Head or his designated representative will give his decision in duplicate within ten (10) calendar days after the meeting. Before a grievance may be submitted to Step 2, the grievance shall be written on the grievance report form and signed by an authorized representative of the Union, and shall be signed by the grievant. The appeal shall set forth the act or occurrence complained of and if the grievance involves a claimed contract violation, the Article alleged to have been violated.

Step 3. If the Department Head's answer is not satisfactory to the Union, the grievance may then be submitted to the President of the Company or his designated representative within fourteen (14) calendar days after receipt of the Department Head's answer in Step 2 and he shall meet with the Union's designated representative within ten (10) calendar days after receipt of the grievance in Step 3. The President or his designated representative will give his decision in writing to the Union within ten (10) calendar days after the meeting. It is understood that an International Representative of the Union may be present, on the Union's behalf during Step 2, and onward. The International Representative of the Union and the Local Union President shall normally be the Union's only representative at Step 3.

Section 5. Grievances involving discharge and demotion may be presented and processed beginning with Step 3 of the Grievance Procedure.

Section 6. If the Company does not submit its answer to the Union at any step of the grievance procedure within the specified time limits it will be considered an automatic appeal to the next higher level.

Section 7. Nothing contained in this Article shall be construed to restrict in any way the individual right of employees to present grievances directly to the Company, provided the Union has been given an opportunity to be present at the adjustment and such adjustment does not conflict with any terms or provisions of this Agreement.

Section 8. It is understood that the parties involved in each step of the grievance may, by mutual agreement, waive the time limits imposed in the specific step at which the grievance is being processed. Any waiver agreed upon shall be either made in writing or confirmed in writing.

Section 9. Either the party or the Union may record grievance meetings.

Section 10. The Union shall keep the Company informed as to its authorized representatives for handling grievances. This information shall be provided to the Company two times per year, on July 1 and January 1 of each year.

The Company agrees that it will not settle, nor attempt to settle any grievances referred to the Union after it has received notice from the Union that it will be representing any employees involved.

Section 11. Employees or Union Representatives filing grievances will suffer no loss of regular pay for time spent in meeting with Company representatives or necessarily consumed in traveling to and from such meetings. However, if more than two (2) employees (whether grievants



or Union representatives) attend a grievance meeting, only two (2) will be so paid, those to be selected by the Union.

## **ARTICLE 7**

### **ARBITRATION**

Section 1. If a difference arises between the Union and the Company which the parties hereto have not resolved through the Grievance Procedure, Article 6, such difference 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 forty (40) calendar days from the date it is determined that the matter cannot be settled through the grievance procedure.

Section 2. Any submission for arbitration shall contain a written statement setting forth the complaint in detail and the provisions, terms and conditions of this Agreement which the party filing the complaint believes have been violated. This statement shall be served on the other party along with the notice of request for arbitration.

Section 3. The arbitrator shall be selected in the following manner: the party requesting arbitration shall obtain a list of ten (10) names from the American Arbitration Association. Thereafter, the selection of the arbitrator and the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association.

Section 4. The decision of the arbitrator shall be final and binding.

Section 5. The arbitrator shall have only the authority to interpret, apply or determine compliance or noncompliance with the provisions of this Agreement and exhibits thereto. The arbitrator shall not have authority to add to, subtract from, modify or alter any of these terms. The arbitrator shall be limited in his authority to review and a determination of the specific grievance submitted for arbitration.

Section 6. 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 8**

### **SENIORITY**

Section 1. Seniority shall mean the employee's credited service which shall include the length of continuous service with the Company from the employee's most recent date of hire and any credited service in accordance with Section 3. Continuous service shall be terminated when the employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off for more than one (1) year; and
- 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 person who leaves the service of the Company and is subsequently re-employed shall receive the following treatment as to seniority credit: (a) after he has completed five (5) years of seniority since his most recent date of hire, credit for previous seniority with the Company shall be bridged; (b) for purposes of vacation selection only such bridging shall occur two (2) years after most recent date of hire.

Section 4. Seniority shall accumulate for a regular, part-time employee, in accordance with the following table:

Number of Hours Normally  
Assigned Per Week

Seniority Credit  
(Per Calendar Month)

Up to 8 hours, inclusive	1/5 Month
Over 8 hours to 16 hours, inclusive	2/5 Month
Over 16 hours to 24 hours, inclusive	3/5 Month
Over 24 hours to 32 hours, inclusive	4/5 Month
Over 32 hours	1 Month

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

Section 5. The Company will post on the bulletin board a seniority roster and will keep this roster up-to-date, as personnel changes occur.

Section 6. 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.

Section 7. When two (2) or more employees are hired on the same date, their relative seniority will be determined by birth date, with the birthday occurring earliest in the calendar year being the most senior.

## **ARTICLE 9**

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

Section 1. Any discharge, demotion or suspension shall be only for proper cause.

Section 2. Any employee who is discharged, demoted or suspended shall at the time of discharge, demotion, or suspension be given a written statement setting forth a general outline for such action.

Section 3. It is mutually understood that all new employees are on probationary employment for nine (9) months from the date of employment and a charge that an employee was discharged without proper cause will be subject to the full grievance procedure but shall not be subject to arbitration. In all other matters, other than employment, these employees shall be entitled to the benefits provided by this Agreement.

Section 4. Any employee who is promoted and is subsequently demoted for just cause shall be placed on his previous job and wage progression schedule with no loss of seniority rights or wage progression.

## **ARTICLE 10**

### **LAYOFFS**

Section 1. Whenever layoffs become necessary, temporary and occasional employees shall be laid off first.

In the event that a layoff becomes necessary the Company agrees to meet with the Union at least thirty (30) days in advance of the layoff to discuss the layoff and the possibility of lessening its impact. Unless a contrary agreement is reached within such thirty (30) day period, the layoff will proceed as provided below.

Section 2. If it becomes necessary in the judgment of the Company to lay off regular, full-time employees, they shall be laid off in the inverse order of seniority, by District, among employees in the same job title classification. Should such a layoff necessitate a change in job location of another employee, the junior employee in the location and job classification shall be the one to be moved. Where an employee is required to move his residence to avoid layoff, he will be reimbursed up to \$800 (or above if the Company chooses) in moving expenses if the new

reporting location to which he/she is required to report is more than fifty miles from the reporting location to which he/she previously reported.

Section 3. An employee who would otherwise be laid off under the provisions of Section 2, above, shall have the right to claim the job of a junior employee of the least seniority in his/her District within an equal or lower job classification, provided, he/she is qualified in the judgment of the Company to perform the job, or may request consideration for any vacancy in the District which the employee is qualified to perform.

If the employee does not claim a job as provided above, he/she may claim the job of a junior employee with the least seniority in the Company in any job classification for which he/she is qualified in the judgment of the Company to perform the job.

Employees whose job has been claimed by a senior employee shall have the same rights as laid off employees under this Section.

In all cases under this Section, the Company shall not be obligated to pay the moving expenses or living expenses as provided in Article 15 of this Agreement.

Section 4. Before hiring new employees, the Company agrees to offer re-employment on a Company-wide basis, to former employees in the occupational classifications involved in the inverse order in which such employees were laid off, (1) 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 (2) provided, also, that the period of layoff does not exceed one (1) year. If there are no employees in the occupational classifications involved available for rehire, or who desire to be rehired, the Company will give consideration to former employees who are qualified to perform the available job.



Section 5. Any regular employee who is laid off without offer of a job at a Company location within thirty-five (35) miles of the reporting location to which he/she reported prior to the layoff 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. Except those employees as of January 1, 2011 with twenty-six (26) years of seniority or more will be grandfathered under the old language and receive one (1) week's severance pay for each full year of seniority completed at date of layoff. Any employee reengaged 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 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.

Section 6. Employees laid off under this Article shall receive pay for any unused vacation days, which would be due in the calendar year. Laid off employees shall also receive pay for unused optional holidays.

## ARTICLE 11

### PROMOTIONS AND TRANSFERS

Section 1. Job vacancies within the bargaining unit shall be posted for ten (10) days using an on-line posting process (currently RECS) before being filled. The Company will **notify the Local President 3 days prior** and provide equipment to access the on-line postings and provide a reasonable amount of time during the employee's tour to review the postings.

Section 2. A promotion occurs when the employee seeks a job within a higher rate of pay and a transfer when an employee desires to move to a lateral job classification.

Section 3. Qualifications for the job vacancy are to be determined by management solely on the basis of ability to perform the job, which is vacant. Oral and written tests may be used to assist the Company in evaluating the employee's ability to perform the job. Employees shall be given a copy of their evaluation and the grades on any oral and written tests. The Union shall be permitted to examine evaluation sheets as well as all test questions and answer keys. Test questions shall be pertinent to the job. In cases where more than one candidate has substantially equal qualifications, then seniority shall prevail. The Company will make sufficient copies of its testing manual available for employees' use. The Company will advise employees who fail to qualify on tests as to the sections of the test(s) failed. Books supplied by the Company for study will be subject to check-out.

Section 4. Where the Company disqualifies an employee for a position for which he/she has bid, but elects to hire a new employee for the position, the Company will require the same standards for the outside applicants as were relied upon to disqualify the incumbent employee(s).

Section 5. The Company agrees that it will not promote any duly certified Union Representative out of the bargaining unit without two (2) weeks written notice to the Local.

Section 6. If the Company has not filled a posted job bid within three (3) months (from date posting is removed) by either selection of a bidder, or the hiring of a new employee, the job will again be posted for bidding before the Company can hire into the job.

Section 7. Once the Company determines how a vacancy is to be filled, under the provisions of this Article, all employees who indicated a desire for the job shall be notified.

Section 8. Upon promotion to a higher rated job classification, an employee will be placed at the lowest progression step (interval) of the new wage schedule which results in at least a thirty cents (30¢) per hour wage increase, with no change in his/her regular wage review date.

Section 9. The Company shall not be required to consider an employee for a posted job vacancy unless award of the job represents either (a) a promotion for the employee, or (b) lateral transfer to a different reporting location within the same or a lateral wage rated job classification or to a lateral wage rated job classification at the employee's present reporting location. In the case of lateral transfer, the employee is limited to one per twelve-month period.

## **ARTICLE 12**

### **NO LOCKOUT AND 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 employer's 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. Such disciplinary action shall be subject to the provisions of Article 6, Grievance Procedure, and Article 7, Arbitration.

## **ARTICLE 13**

### **SCHEDULE OF TOURS**

Section 1. In all departments the Company will post no later than three o'clock (3:00) p.m., Thursday of the preceding week, the scheduled days and hours to be worked for the following week. Where employees within a work group are scheduled to work different hours (tours), the employees within such work group shall be permitted to select tours on a seniority basis, provided

that training and qualifications within the work group and as between the members of the work group may impact on those individuals who are able to select certain tours. The Company retains the right to assign hours without regard to seniority where training and/or qualifications require. Selection of tours shall occur once every quarter, unless the Company changes the available tours during the interim period.

Section 2. When telephone service requirements necessitate the changing of hours or days to be worked by any regular employee from the original formerly scheduled tour of duty the treatment shall be as follows:

- a. When less than forty-eight (48) hours notice before the start of work on a change of either hours or days is given to an employee, the employee will work and be compensated for the hours worked at one and one-half (1½) times his basic hourly rate for all changed hours falling outside the originally scheduled tour. Such changed hours falling outside the originally scheduled tour shall be counted toward computation of weekly overtime.
- b. When forty-eight (48) or more hours notice before the start of work on a change of either hours or days is given, the changed tour shall be the employee's scheduled tour and shall be compensated for at the basic straight time rate plus applicable premiums.

Section 3. Furlough days (meaning non-scheduled days) shall be assigned and rotated among qualified employees within a work group, by the Company in such a manner as to provide for every employee to periodically receive desirable furlough days of his choice.

Section 4. Exchange of hours may be desired. The Company will attempt to allow a reasonable amount of such exchange where service requirements permit if it does not require the payment of additional pay.

## ARTICLE 14

### HOURS OF WORK AND BASIS OF COMPENSATION

Section 1. Time and one-half (1½) will be paid for all hours worked in excess of eight (8) hours per day or a normal tour and forty (40) hours per week or the equivalent of five (5) normal tours.

Section 2. Employees called out shall be paid at the rate of time and one-half (1½) for all call-out time.

Section 3. The Company guarantees to employees called out a minimum of two (2) hours pay at the rate of time and one-half (1½).

Section 4. Any overtime paid for work on any day or days will not be compensated for again in computing overtime due for the week

Section 5. When nonconnecting overtime is required, the duty manager will first seek volunteers. When more than the required number of employees volunteer the volunteers with the most seniority will be selected for work. If there are no volunteers or an insufficient number of volunteers the employees with the least seniority will be selected for the overtime work.

- a. For connecting overtime, the Company will make a reasonable effort, in so far as practical, to give notice and to evenly distribute the remaining work.

Section 6. Normally, overtime work shall be assigned to those employees who regularly perform the job.

Section 7. All employees will be allowed or assigned a fifteen (15) minute relief period in each session worked. Such relief periods shall be assigned or allowed as near the midpoint of the session as feasible or practicable.



Section 8. Employees working on Sunday shall be paid at the Sunday premium rate [one and one-half (1½) times regular hourly rate]. Such hours worked shall be counted toward computation of weekly overtime.

Section 9. Any employee working sixteen (16) hours or more **in a 24-hour period** shall have an eight (8) hour rest period before reporting to his next scheduled tour of duty. If such rest period extends into the employee's regular scheduled tour, he shall not be required to report to work but will be paid his regular, straight time rate of pay for all hours that extend into his regular scheduled time. Should an employee report back to work, before the eight (8) hours have elapsed, he shall be paid one and one-half (1½) times his regular rate of pay for all hours worked until eight (8) hours from the time his rest period began.

Section 10. All time worked will be reported and paid. No overtime will be worked without advance approval by a supervisor.

Section 11. Whenever overtime concludes at a time between midnight and the beginning of the employee's next regular scheduled tour, their regular scheduled start time will be adjusted by a period of time required to produce an eight (8) hour rest period. When the aforementioned overtime connects to the employees regular scheduled tour the employee will be allowed to deduct the number of hours worked prior to their scheduled tour from the end of their regular schedule tour. Employees will be paid at the regular straight time rate for all scheduled hours and at the overtime rate for all non-scheduled hours. Should the employee be required to report back to work prior to completion or before the start of their rest time, the employee shall be paid 1½ times his/her regular rate of pay for the period of time equaling the balance of the rest period.

Examples:

- a. Employee is called out from 4:00 a.m. to 6:00 a.m. for total of 2 hours overtime. His/her regular scheduled start time is 8:00 a.m. His/her adjusted start time will be 10:00 a.m.
- b. Employee is called out between 1:00 a.m. to 3:00 a.m. and again between 4:00 a.m. and 6:00 a.m. for a total of four (4) hours overtime. His/her normal regular scheduled start time is 8:00 a.m. His/her adjusted start time will be 12:00 noon.
- c. Employee is called out from 4:00 a.m. to 6:00 a.m. for a total of 2 hours overtime. His/her normal regular schedule start time is 10:00 a.m. This provision does not apply because the eight (8) hour rest period is met with no adjustments.
- d. Employee is called out from 4:00 a.m. to 8:00 a.m. for a total of four hours overtime. His/her normal tour is 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. His/her adjusted end time will be 12:00 p.m. (noon)."

Section 12. The Company may assign employees to standby duty. Standby duty will be rotated weekly among employees in the same job title classification within a District. While on standby status, an employee shall make himself/herself available for contact by the Company, and shall promptly respond to any and all call-outs. Call-out pay described in Section 2 of this Article will apply when the employee is called-out. The fact that there may be an employee assigned to standby does not relieve other employees from being subject to call-out. The following is a guideline for administering "Standby" pay:

- a. Standby will be rotated within the affected group among qualified employees.
- b. Employees must respond to the page or call within 30 minutes, and be available for work within one hour.
- c. Employees assigned Standby will receive one hour straight time pay per "day" Monday through Friday, and two hours straight time pay per "day" Saturday, Sunday and Company designated holidays.
- d. If work is performed, the employee shall receive the applicable Call-out payment in addition to the Standby payment. Computation of call-out pay shall be per present practice, Article 14, Sections 2 and 3.
- e. Assignment of Standby 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.

- f. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- g. If Standby assignments conflict with the employee's personal calendar, he/she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
- h. Standby periods will normally cover the time from the end of the employee's regular tour to the beginning of the next scheduled tour.

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

Section 13. When an employee is required to accept an assignment outside of his/her regular scheduled tour (i.e. callout, standby, etc.), Article 14, Section 11 will apply. Should the company find a volunteer to accept this assignment, Article 14, Section 11 will not apply to the volunteer employee.

## **ARTICLE 15**

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

Section 1. The Company will designate the place at which employees will report to work.

Section 2. Travel time spent by an employee on Company business between the time when he reports for duty and the time when he completes his tour of duty, shall be considered as working time. This shall not include the employee's meal period for which he shall not be paid.

Section 3. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another or from one town to another shall be considered as time worked.

Section 4. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his scheduled or assigned tour, shall be considered as time worked. This does not include travel to and from his normal work location.

Section 5. When it is to be considered as time worked, travel time shall be paid for on the same basis as actual work time.

Section 6. Any time spent traveling to or from a school (before commencement of a 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 four (4) weeks or more, the Company will provide transportation for the employee to travel to his home at least the end of every second (2nd) week. Where the school is less than 300 miles from the employee's home, the Company will provide transportation for the employee to travel to his home every weekend or, at the employee's option, he/she may remain at the school location over the weekend with the Company being responsible for board and lodging.

Section 7. 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 or her personal automobile, the Company will pay the employee the IRS guidelines for mileage for the authorized automobile route miles traveled on such business.

Section 8. The Company shall pay the employee \$35.00 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.

Section 9. When at the request of the Company an employee permanently transfers from one job location to another and is required to move his residence, the Company will pay a minimum of \$800 in moving expenses if the new reporting location to which he/she is required to report is more than fifty miles from the reporting location to which he/she previously reported. This does not include (1) employees requesting a transfer (other than to avoid layoff as set forth in Article 10) or, (2) promotions.

## ARTICLE 16

### WAGES AND DIFFERENTIALS

Section 1. Full-time Employees. The rates of pay and progression schedules for full-time employees shall be those shown in Appendix A, attached hereto and made a part hereof.

Section 2. Part-time Employees. A part-time employee shall receive progression increases on a pro rata basis (174 hours work equals one (1) month wage credit).

Section 3. Differential Payments. When an employee's straight time scheduled hours of work fall wholly or in part between 7:00 p.m. and 7:00 a.m., the employee shall be paid an evening or night differential of eighty-five cents (85¢) per hour for all such hours worked between 7:00 p.m. and 7:00 a.m. on such tours including connecting overtime hours.

Section 4. In Charge Differential. An employee assigned to be in charge of two (2) or more other employees shall be paid an in-charge rate of one-dollar (\$1.00) per hour for those hours so assigned.

Section 5. Management Relief Differential. An employee assigned to relieve a management person shall receive a differential of \$10.00 per tour for each tour or part thereof so assigned.



Section 6. Management-In-Training Differential. An employee scheduled for a Management-In-Training assignment will be temporarily classified as Exempt from the overtime provisions of the Fair Labor Standards Act and will be paid a differential of ten percent (10%) of the employee's basic straight time rate for forty (40) hours per week while on such assignment. Such assignments shall be a minimum of thirty (30) calendar days and a maximum of ninety (90) calendar days duration and shall not be repetitive.

Section 7. Coaching Differential. An employee assigned at the discretion of the Company to coach another employee shall be paid a coaching differential of fifty cents (50¢) per hour for those hours so assigned.

## **ARTICLE 17**

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

Section 1. If an employee is temporarily assigned to work three (3) or more hours in a calendar week on a higher maximum rated job, he shall be paid the hourly basic rate of pay applying to the job to which he is temporarily assigned and that his wage experience would otherwise entitled him had he been permanently assigned to the job.

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

## **ARTICLE 18**

### **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 1<sup>st</sup> and June 30<sup>th</sup> of the calendar year, new hires are eligible for one (1) week of vacation on the first of the month in which the six

month anniversary occurs. If the six month anniversary falls on or after November 1<sup>st</sup>, the vacation may be taken up until March 31<sup>st</sup> of the following year based on the needs of the business.

- b. If hired between July 1<sup>st</sup> and December 31<sup>st</sup>, new hires will be eligible for one (1) week of vacation in the month in which the six (6) month anniversary occurs. The employee is eligible for a second week of vacation on the first of the month in which the twelve (12) month anniversary occurs.
- c. On January 1<sup>st</sup> of the calendar year following the initial vacation, employees will be eligible for two (2) weeks vacation with pay.
- d. When an employee has **five (5)** but less than **thirteen (13)** or more years seniority he shall be granted three (3) weeks' vacation. Said vacation may be taken any time during the vacation year in which his/her **fifth (5<sup>th</sup>)** or subsequent anniversary falls.
- e. When an employee has **thirteen (13)** but less than **twenty-five (25)** years seniority he shall be granted four (4) weeks' vacation. Said vacation may be taken any time during the vacation year in which his/her **thirteenth (13)** or subsequent anniversary falls.
- f. When an employee has **twenty-five (25)** or more years of seniority, he shall be granted five (5) weeks' vacation.

Section 3. Vacation Assignments - All vacations will be granted by the Company District among employees who perform essentially the same type of work, in accordance with the desires of the employees in the order of their seniority, but the Company may allocate vacations to insure orderly operations, to maintain adequate and continuous service to the public. Employees absent because of personal illness on their last scheduled work day before vacation, whose illness continues to the first day of vacation to the extent that they cannot start their vacation or return to work, will, upon request, be permitted to reschedule. The vacation schedule shall be posted by November 1 and all vacations shall be selected by January 1.

For employees who desire to select their vacation in segments of one (1) week or more such employees shall use their seniority to select the first segment of such vacation. Thereafter,

they shall use their seniority to select the rest of their vacation or another segment thereof after all other employees in their selection group have selected their vacations or first segment thereof. The process shall continue until all vacations have been selected.

Employees who transfer from one classification to another shall be entitled to take the vacation previously selected in the old classification if they desire to do so. When an employee transfers from a job classification after having selected a future vacation period, or periods, the period or periods thereby vacated shall be made available to other employees remaining in the classification, as an alternative to the period or periods they may have previously selected.

"Essentially the same type work," as used above, means all employees in a job classification as identified in Appendix A.

For all vacation groups no less than one (1) employee will be permitted to be on vacation at any one time; however, if there are ten (10) or more employees in the vacation group two (2) employees will be permitted to be on vacation at any one time, except that two employees in the same vacation group who work at a satellite location may not be off at the same time. [In larger vacation groups the number of employees to be permitted off at one time shall be as follows: 17 to 24 in group = 3 off; 25 to 32 in group = 4 off; 33 to 40 in group = 5 off, etc.]

Vacation Pay - Vacation pay for full-time employees will be computed on the basis of five (5) normal tours a week. The hourly rate used will be the average paid the employee the last two (2) pay periods, excluding, however, overtime premiums and holiday allowance for holidays worked.

Vacation pay for part-time employees will be determined on a pro rata basis, based on the average number of hours worked weekly during the last six (6) pay periods, excluding overtime premiums and holiday allowances for holidays worked.

Section 4. Vacation selection 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. In such cases, the full week vacation selecting week will be honored, however, any vacation days used in the preceding year will be charged against that year's vacation accrual and vacation days used in the following year will be charged against the following year's vacation accrual.

Section 5. When scheduled vacations are changed at the instigation of the Company, the Company shall make whole any employee's loss of deposits on transportation or vacation facilities, which are not refundable and would result from the change in vacation.

Section 6. An employee who resigns and provides the Company with two (2) or more weeks notice shall be paid the unused portion of 1/12<sup>th</sup> his/her vacation eligibility for the calendar year of resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this proration policy shall be made for those employees who officially retire from the Company or are laid off due to the elimination (by the Company) of the employee's job. In those situations, the retiree or laid off employee shall be paid the entirety of the unused portion of his/her vacation for the calendar year.

Employees who do not give the required notice or fail to work out their notice or are terminated for proper cause will not be paid for any portion of unused vacation.

Section 7. Employees who are eligible for two (2) or more weeks' vacation may elect to take all but one (1) week of their vacation allotment on a day-at-a-time basis. If this election is made, full week(s) will be reserved and scheduled.

Single vacation days [up to five (5) of which may be taken in one-half (½) day segments] may be granted to an employee prior to the reserved week(s). Up to two (2) such days may be

taken in segments of as little as one hour, subject to approval. The day requested is subject to the approval of the employee's supervisor based on the needs of the business. Within each vacation group, the first request received will be given preference for the day requested. Employees will be expected to give the supervisor eight (8) calendar days advance notice, but, circumstances permitting, at the discretion of the supervisor such a request may be granted on as little as one day notice.

The full week(s) or portions of a week(s) that have not been used on a day-at-a-time basis by the time the reserved week(s) occurs must be taken during the reserved week(s) as scheduled, or rescheduled for a later date(s) that remains available on the vacation schedule. It is the obligation of the employee to arrange for such rescheduling of unused reserved week(s) days at least ten (10) days in advance of the beginning of the reserved week(s) if he/she desires to reschedule such days rather than taking such days as vacation during the reserved week(s).

Section 8. An employee who is prevented by reason of disability from taking all of the vacation time to which he is entitled in a calendar year, by the end of such calendar year, will be permitted to reschedule up to a maximum of two weeks of such vacation during the first three months of the following calendar year, provided, that all such vacation entitlement shall be forfeited if (a) the employee is actively at work for fewer than 150 work days in the calendar year during which he was unable to take scheduled vacation by reason of disability, or (b) he remains disabled through the month of March of the following year in which he would otherwise be entitled to take such unused vacation.



## ARTICLE 19

### HOLIDAYS

Section 1. The following days are designated as holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Independence Day	Day-After-Thanksgiving
Memorial Day (Last Monday in May)	Christmas Day
	4 Optional Holidays

An employee may elect to work the Day-After-Thanksgiving at straight time rates and select another day as the Day-After-Thanksgiving designated holiday.

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

Section 3. If the holiday falls on Saturday, the preceding Friday will be observed.

Section 4. When a holiday falls in an employee's vacation, another day, mutually agreeable to the Company and the employee, within the calendar year shall be treated as the holiday for that employee. Such holiday may be changed subject to service requirements.

Section 5. Insofar as service requirements permit, employees shall be excused with regular pay on authorized holidays.

Section 6. Temporary employees shall not be entitled to holiday pay. Part-time employees shall receive holiday pay calculated as follows, based on the month prior to the month in which the holiday falls:

Average hours per week	-	Less than 20 - No holiday pay.
	-	20 hours to 32 hours - One-half (½) holiday pay.
	-	32 or more hours - Full holiday pay.

Section 7. Insofar as service requirements permit, holiday assignments shall be rotated for each holiday among employees within a particular work group.

Section 8. Time not worked but paid for on a holiday shall be considered as time worked in the computation of weekly overtime.

Section 9. Employees working on a holiday shall be paid at the holiday rate of one and one-half (1½) times the regular rate in addition to any pay due for not working on the holiday.

Section 10. Employees will not be scheduled time off (different from usual schedules and schedule changes) to make up for time worked on a holiday. However, this does not require that all employees within a given work group be scheduled to work the same number of hours per week.

Section 11. In order to be entitled to holiday pay, an employee must work or be excused his last scheduled day prior to the holiday, his first scheduled day after the holiday, and, if scheduled, the holiday itself. In those cases where the employee seeks to have an absence excused other than by advance approval, such as in the case of illness, the employee may be required to satisfy the Company as to the cause for such absence and as to the legitimacy of same in order to be entitled to holiday pay.

Section 12. Employees on formal or informal leaves of absence or sick or injury leave for five (5) or more days in a holiday week, including the holiday, are not eligible to pay for such holiday.

Section 13. Optional holidays may be scheduled in the same manner as single, reserved week vacation days (Article 18, Section 7), provided, however, that within each work group the Company will allow up to a maximum of fifty percent (50%) of the employees to select either

Veterans Day, Good Friday, or both as optional holidays. Employees hired before August 1 of a calendar year shall be entitled to two (2) optional holidays that year, to be taken after ninety (90) days of employment. Those hired during August or September shall be entitled to one (1) optional holiday that year, to be taken after ninety (90) days of employment. Those hired after September 30 receive no optional holidays that year.

Section 14. An employee who resigns from the Company or is terminated for just cause is not entitled to any unused optional holidays

## **ARTICLE 20**

### **INSURANCE AND PENSION PLAN**

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 health care plans of the Company will contribute toward the cost of those plans on the same basis as a similarly situated non-bargaining employee.

Section 3. Any employee who retires will be entitled as a retiree to medical insurance coverage equivalent to that provided to similarly situated retired non-bargaining unit personnel. Such coverage will be in combination with Medicare as applicable.

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

For purposes of this section, "Medicare" includes not only Medicare but also every related, similar, and/or replacement benefit or program which presently exists or may in the future be adopted to the extent that such benefit and/or program is available to a retiree for the purpose of assisting in the satisfaction of medical needs/costs. [It is understood that a retiree will participate in all such programs for which he/she becomes eligible, and that the Company's obligation created by this section may be diminished from time to time should legislative/regulatory changes permit satisfaction of the intent of this section at a lesser level of cost to the Company.]

## **ARTICLE 21**

### **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 of 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. [In the case of Union leave under Section 5(d), the numbers in the preceding sentence shall be sixty-one (61) and sixty (60), respectively.] 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 (sixty for Union leave) 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. Applications for unpaid leave of absence will be granted 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 38, 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 one hundred fifty-five (155) days. Departmental leaves of absence-disability may be approved by the department head of the employee's department. Formal leave of absence-disability must be approved by the Company Manager.
- 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 sixty (60) days in any one year, without loss of seniority. Employees whose Union duties require their absence for a period in excess of that anticipated in the preceding sentence shall be granted such leave for a single period not to exceed two (2) years without loss of seniority.
- 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.

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. [In the case of Union leave, the employee shall be reinstated to the job held prior to leave.]

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 Section 3, above.

## **ARTICLE 22**

### **EXCUSED TIME**

In an emergency situation a supervisor may excuse an employee for a short period, without pay, but allow that employee to make up such lost time later in the work day or later in the same payroll week, so as to avoid loss of pay for the week. In any such instance the supervisor shall be the judge as to whether such make up work can be efficiently and conveniently scheduled or arranged, and no such make up work shall count in the computation of daily overtime.

## **ARTICLE 23**

### **EXCUSED ABSENCES PAID**

Section 1. Jury Duty. If reasonable notice is given the supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury duty or for time necessarily consumed in serving as a witness in a criminal proceeding (except where the employee is the defendant.)

Section 2. Deaths. In the event of a death of an employee's wife, husband, son, daughter, mother, father, brother, sister, grandmother, grandfather, grandfather-in-law, grandmother-in-law, mother-in-law, father-in-law, stepmother, stepfather, stepchild(ren), son-in-law, daughter-in-law,

brother-in-law, sister-in-law, granddaughter, or grandson, 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 loss of pay at straight time rates for the hours such employee was scheduled to work. Father and mother shall include persons who have served as parents. When the relative is a parent or child of the employee, two (2) days without pay will be automatically given if requested. In the case of death of any person living in the household of the employee and not specifically referred to above, absence with pay shall be allowed for the necessary time on the day of the funeral to attend the funeral. Additional leave without pay will be granted where necessary and requested.

When an employee serves as pallbearer for a fellow employee, necessary time off not to exceed one (1) day, shall be granted without loss of pay at straight time rates for the hours such pallbearer was scheduled to work.

Section 3. Absence with pay will be allowed for time necessarily required in voting in any local, state or national election.

Section 4. Absence with pay will be allowed for service as an election official, registrar, judge, or clerk in any local, state or national election.

## **ARTICLE 24**

### **TOOLS AND SAFETY DEVICES**

Section 1. All necessary tools and climbing gear required by the Company to perform the assigned jobs shall be provided by the Company. Employees shall be responsible for the return of tools assigned to them, ordinary wear and tear excepted. Employees shall only be required to replace tools lost by fault of the employee and shall not be required to pay more than the fair value of the tool related to its original cost.



Section 2. Safety glasses and other safety devices shall be paid for by the Company.

## **ARTICLE 25**

### **INCLEMENT WEATHER**

Section 1. When employees report for work and because of inclement weather are 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. No regular tours of duty will be postponed because of inclement weather. Instead, other work will be found on which the employee's time can be profitably used.

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.

Section 4. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

## **ARTICLE 26**

### **HEALTH AND SAFETY**

Section 1. The maintenance of proper health and sanitary conditions and the observance of all valid laws relating to fire protection and safety are of mutual concern to the Company and the Union.

Section 2. Safety rules and regulations issued by the Company, or valid and reasonable rules and regulations issued by local, state and federal governments for the health and safety of employees and the public shall be strictly complied with. The Union and the Company shall cooperate in enforcing all such measures.

## **ARTICLE 27**

### **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 bulletin regarding bargaining and such other matters as may properly be considered non-controversial or derogatory of the Company or its personnel.

## **ARTICLE 28**

### **CONTRACT WORK LIMITATIONS**

The Company agrees that it will not contract out work currently being performed to non-Windstream organizations to the extent and degree that it would cause the layoff or part-timing of any regular employee.

## **ARTICLE 29**

### **TECHNICAL TRAINING**

Section 1. Upon advance approval of the courses to be taken in a quarter or semester, whichever is applicable, employees who obtain technical training at a technical school, university or other facility which is related to their jobs or advancement in the Company, shall be reimbursed

by the Company, upon successful completion of such course or courses, for the reasonable cost of the employee's tuition and books on a quarterly or semester basis whichever is applicable.

Section 2. Job Specific Training – In any instance that job specific training is required to keep up with evolving technology the Company will offer the training to the employees in the job title of the work group that is responsible for executing the work on a seniority basis. If the most senior employee has received the training, the Company may offer training to the next most senior employees (in order of seniority) when needs of the business require a diversification of training amongst employees.

### **ARTICLE 30**

#### **BARGAINING**

Section 1. Bargaining. Collective bargaining will be conducted only by the authorized representatives designated by the Company and the Union.

Section 2. Names of Representatives. Each agrees to supply the other with the names of all persons authorized to serve as bargaining representatives.

Section 3. Pay During Negotiations. Subject to the limitations stated in the following paragraph, employees will not suffer loss of regular pay for the time spent in representing their Union in meetings with Company representatives for collective bargaining, or required in traveling to and from such meetings.

The provisions stated above will be limited to three (3) employees, not more than one (1) of which shall come from any single job classification. If more than one (1) employee from a single job classification attends any meeting, the Union shall designate which one is to be paid.

## **ARTICLE 31**

### **PERSONNEL RECORDS**

Upon request all personnel records kept by the Company on an employee which may affect his conditions 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.

If a disciplinary entry is entered in an employee's personnel file which may affect his condition of employment, the employee will receive a copy of such entry and said entry will be made within a reasonable time and a copy will be sent to the Local Union President.

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

## **ARTICLE 32**

### **NON-PERFORMANCE OF CRAFT WORK**

The Company agrees that it will not as a general practice work supervisors on work ordinarily performed by craft employees, except for 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 33**

#### **PAST PRACTICES**

It is recognized by the parties that this Agreement contains the entirety of their respective commitments. Any and all past practices not specifically mentioned in this Agreement may be continued, discontinued, or modified by the Company. Where feasible, it is the Company's intention to discuss such changes with the Union prior to implementation.

### **ARTICLE 34**

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

In the event it is ultimately determined that any valid 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 35**

#### **AMENDMENTS**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In order to be effective, any such amendments shall be reduced to writing.

## ARTICLE 36

### DEFINITIONS

Section 1. Regular Rates of Pay. The regular rates of pay are those set forth in the respective progression schedules attached hereto. They do not include any differentials or premiums to which an employee may be entitled under any other provision of this Agreement.

Section 2. Calendar Week. A consecutive period of seven (7) days, the first day of which is Sunday.

Section 3. Call-Out. Call-out within the meaning of this section shall be defined as meaning a call of an employee from his own time to perform work for the Company, except:

- a. If the time worked immediately follows and connects with regularly scheduled time, it shall not be considered call-out.
- b. If the time worked immediately precedes [less than one (1) hour] and connects with regularly scheduled time and starts at or after 7:00 a.m., it shall not be considered call-out.
- c. 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 call-out.
- d. Call-out time shall include actual and reasonable travel time to and from the employee's residence, or its equivalent. Each call-out shall be considered separately in the computation of time and payment except 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 4. Full-time Employee. An employee engaged to work a normal work week.

Section 5. Gender. Whenever the masculine gender is used, it is intended to cover the female employees as well, where applicable, and vice versa.

Section 6. Holiday Work. Any work which begins on an authorized holiday.

Section 7. Non-Scheduled Day. A day on which an employee is not assigned or scheduled to work.

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

Section 9. Normal Work Week. A normal work week shall consist of the first five (5) tours worked by an employee, or their equivalent in tours and part tours, worked in a calendar week. This shall not constitute a guarantee of five (5) normal tours of a forty (40) hour week. Where over forty (40) hours or five (5) normal tours are worked in such week, the overtime rate of time and one-half (1½) shall be paid. The schedule of hours to be worked by employees shall be determined by the Company and such schedules may be changed to meet the requirements of the service.

Section 10. Occasional employee. An occasional employee is one who is normally engaged for a period of not more than three (3) consecutive weeks regardless of the length of his daily weekly assignments. He is an employee only on the days he works.

Section 11. Overtime Rate of Pay. Overtime rate of pay is one and one-half (1½) times the regular rate of pay.

Section 12. Part-time Employee. A part-time employee is a regular or temporary employee who is scheduled to work less than five (5) full tours in each payroll week.

Section 13. Regular Employee. A regular employee is one whose employment is reasonably expected to be permanent at the time he is engaged.

Section 14. Temporary Employee. A temporary employee is one who is engaged for a specific project or a time period, with the definite understanding that employment is to terminate upon completion of the project or at the end of the period. Temporary employees shall not accrue

seniority. However, a temporary employee who becomes a regular employee and completes the probationary period shall receive seniority credit for all time spent as a temporary employee.

Section 15. Scheduled Hours. All hours within an employee's scheduled tour as posted.

Section 16. Scheduled Tour. Any of the tours which are officially posted on the weekly work schedule for a particular employee.

Section 17. Sunday Work. Any work which begins on a Sunday. See Section 18.

Section 18. Work Day. Any tour is a part of the work day (beginning at 12:00 midnight and ending at 12:00 midnight) on which such tour begins. Any connecting time which precedes a tour is a part of the work day on which the connecting time begins. Any connecting time which follows a tour is part of the work day on which the tour begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight and before midnight of the day shall be at the rate prescribed for that day.

Section 19. Work Group. A group of employees who work under the same first line supervision and who are regularly interchanged on work assignments and regularly relieve each other. Provided, however, that nothing herein shall infringe on the Company's right to determine the makeup of a work group or to change the composition of same.

Section 20. Session. One of the two parts into which a tour is divided (or is assumed to be divided where an employee's job requires his constant attention on duty). A session shall not be less than three (3) hours.

Section 21. Evening and Night Differentials. Payments made to employees who work hours, excluding call-out, within the period of 7:00 p.m. and 7:00 a.m.

Section 22. District. The Company is divided into Districts. The Company will advise employees on the exchange areas, which comprise each District. The composition of Districts



may be changed or modified by the Company at any time. (A list of Districts as they exist on the effective date of this Agreement is attached as Exhibit B.)

## **ARTICLE 37**

### **DISTRIBUTION OF CONTRACT**

The Company shall have this Agreement printed and shall distribute it to employees in the bargaining unit including new hires.

## **ARTICLE 38**

### **SICKNESS AND ACCIDENT**

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

Section 1. A regular employee with less than five (5) years seniority shall be paid for incidental absence due to personal illness on scheduled working days in the normal work week, subsequent to the first full day of absence.

A regular employee with **five (5)** or more years seniority shall be paid for incidental absence due to personal illness on scheduled working days in the normal work week beginning with the first such full day of absence.

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

If an employee with less than ten (10) years seniority reports for work and goes home sick during the first half of the tour (preceding the lunch period or break in tour) and has worked at least one (1) hour, shall receive four (4) hours. However, if the employee actually works five (5) hours or more, before becoming sick, he shall be paid for eight (8) hours.

[Employees with ten (10) or more years seniority shall be paid eight (8) hours pay in either of the above circumstances.]

**Illness and Injury Benefit Payments**  
**After an Initial Period of Seven (7) Days:**

Section 2. After an initial period of seven (7) consecutive calendar days of absence due to illness during which an employee fails to work by reason of sickness (referred to in Section 1, above) he will receive benefits as follows:

If an employee has less than two (2) years seniority:  
One (1) week full pay; five (5) weeks half pay.

If an employee has two (2) to five (5) years seniority:  
Three (3) weeks full pay; six (6) weeks half pay.

If an employee has five (5) to ten (10) years seniority:  
Ten (10) weeks full pay; twelve (12) weeks half pay.

If an employee has ten (10) to fifteen (15) years seniority:  
Eighteen (18) weeks full pay; eighteen (18) weeks half pay.

If an employee has fifteen (15) to twenty (20) years seniority:  
Twenty-three (23) weeks full pay; twenty-two (22) weeks half pay.

If an employee has twenty (20) to twenty-five (25) years seniority:  
Twenty-six (26) weeks full pay; twenty-six (26) weeks half pay.

If an employee has twenty-five (25) or more years seniority:  
Thirty-two (32) weeks full pay; twenty (20) weeks half pay.

An employee absent due to illness within fourteen (14) calendar days of his return to work from the same illness for which benefits were paid (under this Section 2) will not be required to undergo an additional waiting period in connection with the subsequent illness.

Successive periods of illness or injury shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any illness occurring after an employee has been continuously engaged in the performance of duty for

thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.

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

Section 3. Employees shall not be entitled to receive incidental absence benefit or injury or illness 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 illness. Payment for such benefits may be made contingent upon receipt of a satisfactorily completed doctor’s certificate. An employee shall not be entitled to benefits if he declines to permit the Company physician to make an examination to determine the employee’s physical condition.

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

Section 4. The Company may, at its option, provide restricted work or duty to an employee who is physically unable to perform the full duties of his/her regular job.

#### Occupational Injury

Section 5. In the case of an on-the-job injury, the employee shall be entitled to the benefits specified in Sections 1, 2, 3, and 4 of this Article, reduced by the amount the employee receives from workmen’s compensation coverage. These benefits shall not be denied any employee injured on-the-job by reason of his previously having exhausted his benefits as a result

of a non-occupational illness or injury and not having returned to work for a period of thirteen (13) consecutive weeks before his occupational injury.

Employees entitled to benefits under this Section shall suffer no loss in pay for the day of the accident or the day following the accident.

#### **ARTICLE 39**

##### **PENSION PLAN**

The Windstream Corporation Bargaining Unit Pension Plan shall be controlling notwithstanding any other provision of this Agreement.

#### **ARTICLE 40**

##### **DURATION**

The Agreement shall become effective as of **April 3, 2017**, and shall continue in effect for an initial period to and including April 2, **2020**. It shall thereafter continue in effect unless terminated by written notice given by either party to the other. In the event of such notice, the Agreement shall terminate sixty (60) days following receipt.

COMMUNICATIONS WORKERS  
OF AMERICA

WINDSTREAM CAROLINA, LLC

By Bill Eberhardt  
Bill Eberhardt, CWA Representative

By Bruce Hurlbut  
Bruce Hurlbut – Senior Counsel Labor Relations

Dated: 7-5-17

Dated: June 23, 2017

**EXHIBIT A****WAGE PROGRESSION SCHEDULE**

## Schedule 1

Network Technician  
Business System Technician

		<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>Current</b>	<b>4/3/2017</b>	<b>4/3/2018</b>	<b>4/3/2019</b>
<b>Start</b>	\$17.69	\$18.04	\$18.40	\$18.77
<b>End of 6 Months</b>	\$19.24	\$19.62	\$20.02	\$20.42
<b>End of 12 Months</b>	\$20.92	\$21.34	\$21.77	\$22.20
<b>End of 24 Months</b>	\$22.75	\$23.21	\$23.67	\$24.14
<b>End of 36 Months</b>	\$24.76	\$25.26	\$25.76	\$26.28
<b>End of 48 Months</b>	\$26.92	\$27.46	\$28.01	\$28.57
<b>End of 60 Months</b>	\$29.38	\$29.97	\$30.57	\$31.18

\*It is recognized that Article 17, Section 1 will apply in the case of Customer Service Technician performing Business System Technician work. The Company shall have the right to establish qualifications for subsequent vacancies occurring in the Business System Technician classification, including the right to set certain subjective threshold standards including appearance and people/customer skill standards. The Business System Technicians shall constitute a separate work group in the Matthews' District. In other Districts Business System Technicians will not initially be a separate work group. Should the Company wish to make them a separate work group in any other District(s), it will notify the Union and meet to discuss the matter.

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

**CUSTOMER SERVICE TECHNICIAN**

**Customer Service Technician**

	<b>Current</b>	<b>Effective 4/3/2017</b>	<b>Effective 4/3/2018</b>	<b>Effective 4/3/2019</b>
<b>Start</b>	\$17.23	\$17.57	\$17.93	\$18.28
<b>End of 6 Months</b>	\$18.74	\$19.11	\$19.50	\$19.89
<b>End of 12 Months</b>	\$20.37	\$20.78	\$21.19	\$21.62
<b>End of 24 Months</b>	\$22.16	\$22.60	\$23.06	\$23.52
<b>End of 36 Months</b>	\$24.10	\$24.58	\$25.07	\$25.58
<b>End of 48 Months</b>	\$26.19	\$26.71	\$27.25	\$27.79
<b>End of 60 Months</b>	\$28.50	\$29.07	\$29.65	\$30.24

## EXHIBIT B



BRUSSELS CINCINNATI CLEVELAND COLUMBUS DAYTON WASHINGTON, D.C.

August 30, 2001

Jasper J. Gurganus  
CWA Representative  
Communications Workers of America  
241 Summit Avenue  
Greensboro, NC 27401

Re: ALLTEL Carolina (Selling as a Job Requirement)

Dear Jimmy:

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 has no intent to eliminate its incentive programs and expects employees to cooperate in the record keeping arenas (presently the ALLTEL Advantage 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. The Company will see that the Union is provided with updates and changes in the ALLTEL Advantage Plan. If the Company decides to modify or terminate the ALLTEL Advantage plan and/or to adopt other corporate incentive plans, the Union will be provided with those plans and updates therein.

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.

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. Disciplinary action would be a last resort.

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

THOMPSON HINE LLP  
ATTORNEYS AT LAW

One Columbus  
10 West Broad Street  
Columbus, Ohio 43215-3435

www.ThompsonHine.com  
Phone 614.469.3200  
Fax 614.469.3361

# THOMPSON HINE

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August 30, 2001

Page 2

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.

Very truly yours,



William C. Mott



## **EXHIBIT C**

### Districts

Matthews	Matthews, Waxhaw, Hemby Bridge, Indian Trail
Marshville/ Wadesboro	Marshville, Wingate, New Salem, Peachland-Polkton, Norwood, Wadesboro, Ansonville, Morven, Lilesville
Old Town	King, Lewisville, Old Town, Rural Hall, Stanleyville
Mooresville	Mooresville, Granite Quarry, Denton
Tryon	Tryon, Columbus, Green Creek
Sandhill	Aberdeen, Pinebluff, Laurel Hill

EXHIBIT D



Windstream Communications  
4001 Rodney Parham Road  
Little Rock, AR 72212

March 24, 2014

Rick Feinstein  
Communications Workers of America  
2275 Vanstory Street  
Suite 106  
Greensboro, NC 27403  
Re: Windstream North Carolina

Dear Rick:

During the recently concluded bargaining towards the new Agreement between Windstream North Carolina, Inc. and the Communications Workers of America, the parties agreed to continue to delete from Exhibit A the non-populated job title to the classifications of Tester, Frammer, Storekeeper, and Assignment Clerk and to additionally delete the classification of Customer Service Assistant. This will confirm our understanding, that if any of these positions are returned to this bargaining unit, the Company will meet with the union and determine the appropriate wage(s) which will commensurate with the existing company employees with similar job responsibilities and duties.

If you are in agreement, please sign below.

Very truly yours,

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

Bruce Hurlbut

Agreed:

A handwritten signature in black ink, appearing to read 'Rick Feinstein', written over a horizontal line.

Rick Feinstein  
Communications Workers of America

EXHIBIT E

Windstream Communications  
30 Executive Parkway  
Hudson, OH 44236-1676

Katherine J. Warn  
Director, Labor Relations  
t: 330.650.7456

December 18, 2008

Mr. Jasper J. Gurganus  
Vice President  
CWA Telecommunications  
501 Third Street, NW  
Washington, DC 20001-2797



RE: Memorandum of Understanding  
Tech Excel Program/GPS

Dear Jimmy:

Windstream Communications, Inc. and the Communications Workers of America have reached an understanding in regards to the use of GPS with our new Tech Excel Program.


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 in tact.

If you are in agreement, please sign below.

Sincerely,

Katherine J. Warn

AGREED:

  
Jasper J. Gurganus, Vice President  
Communications Workers of America

  
Date

## EXHIBIT F

Bruce Hurlbut  
Sr. Counsel  
4001 Rodney Parham Road  
Little Rock, AR 72212

March 26, 2014

windstream. 

Rick Feinstein  
Representative  
Communications Workers of America  
2275 Vanstory Street, Suite 106  
Greensboro, NC 27403

Re: 2014 Bargaining

Dear Rick:

During the recent bargaining, several understandings were reached which are not received on the face of the new Collective Bargaining Agreement. Those understandings are as follows:

The Parties are in agreement to extend their understanding regarding the filling of long term temporary vacancies defined as those projected to last greater than 60 days. As we agreed, long term temporary vacancies will be filled in a manner similar to how we fill permanent vacancies. This is to say, qualifications for the job vacancy are to be determined by management solely on the basis of ability to perform the job which is vacant. An internal only local posting of the temporary position will be created and posted for 5 business days. Interested employees will bid on the temporary position using a manual promotional interest application to their front line manager with attached resume and copies of any pertinent training certificates. The most qualified interested employee will be selected to fill the temporary vacancy based on a variety of things, including, but not limited to: experience, technical qualifications, attitude, attendance and interview. The experience and knowledge gained by that employee in filling a temporary vacancy will be considered in filling future permanent vacancies. For the purpose of filling this temporary position, the Company will not be obligated to paying mileage, travel time, temporary lodging, per diem or other miscellaneous expenses covered under Article 15. **Temporary vacancies projected to be 60 days or less shall be filled by offering the temporary position to the most senior employee in the same work group as the vacancy. If the most senior employee rejects the offer, it will be offered to the next most senior employee in the work group, and so on, until it is accepted.**

If all of the above properly recites our agreements with reference to the matters, please sign below.

Sincerely,



Bruce Hurlbut  
Sr. Counsel – Labor Relations

Bruce Hurlbut  
Sr. Counsel  
4001 Rodney Parham Road  
Little Rock, AR 72212

windstream. 

Approved:

Communications Workers of America

By:

  
Rick Feinstein

3/26/14  
Date

## EXHIBIT G

Windstream Carolina, LLC

And

Communications Workers of America  
Local Union Numbers 3683 and 3716

### Memorandum of Agreement Vacation Scheduling Guidelines

During the course of 2014 bargaining, the Company and Union have had discussion regarding Vacation Scheduling.

The Company and the Union agree that during the term of this agreement the Company will notify and meet with the Union if a vacation conflict arises between job titles and will discuss what options there may be to remedy the issue. "The remedy," if mutually agreed to by the Company and the Union, may include but not be limited to merging the job titles where the issue is present. While the Company will work to find an agreement with the Union on the allocation of vacations, the Company maintains the right to allocate vacations to insure the orderly operations and to maintain adequate and continuous service to the public.

Rich Feinstein  
Union

[Signature]  
Company

3/27/14  
Date

## EXHIBIT H

Windstream Carolina, LLC

And

Communications Workers of America  
Local Unions No. 3683, 3684 and 3716

### Memorandum of Agreement Evolving Technologies

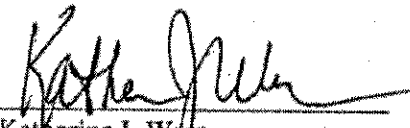
This Memorandum of Agreement is entered into as of August 30, 2010 between Communications Workers of America ("CWA" or the "Union") and Windstream Carolina, LLC ("Company"). This Agreement shall be effective for the life of the collective bargaining agreement, unless otherwise mutually agreed in writing by the parties.

The Company and the Union agree that certain work related to the evolving technologies used in the telecommunications business of the Company may be performed by employees represented by the Union. Therefore, the Company and the Union agree to discuss the Company's plans for evolving technologies in quarterly meetings between the parties, so that there is common understanding of the work to be performed by the bargaining employees.

The Company agrees to provide appropriate training on evolving technologies for that work the parties mutually agree is best performed by employees represented by the Union.

Windstream Carolina, LLC

Communications Workers of America  
Local Unions No. 3683, 3684 and 3716

  
Katherine J. Worn  
Director - Labor Relations

  
Willie Leggett  
CWA Representative

**Memorandum of Agreement**

**Employee Concessions**

**The Union employees shall have the same employee service concession as available to nonbargaining employees.**

COMMUNICATIONS WORKERS  
OF AMERICA

WINDSTREAM CAROLINA, LLC

By Bill Eberhardt  
Bill Eberhardt, CWA Representative

By Bruce Hurlbut  
Bruce Hurlbut – Senior Counsel Labor Relations

DATED: 7-5-17

DATED: June 23, 2017