

**AGREEMENT**  
**BETWEEN**  
**WINDSTREAM IOWA COMMUNICATIONS, LLC.**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**

**Effective**  
**May 13, 2018 Through May 12, 2021**



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THIS AGREEMENT is made and entered into this 13th day of May 2018, by and between Windstream Iowa Communications, LLC (formerly Iowa Telecommunications Services, Inc.), its assigns or successors, hereinafter referred to as the "Company" or "management," and Communications Workers of America, Affiliated with the A.F.L.-C.I.O., hereinafter referred to as the "Union".

It is the intent and purpose of the parties hereto that this Agreement will promote and improve working relations between the employees and management, and will set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties. The Company will advise all new regular employees, who are covered by this Agreement, that there is a collective bargaining agreement in existence and will furnish each such employee with a copy of the Agreement. During the new employee's orientation, the Company and Union will bring to the attention of those employees the relationship between the parties and the Union's role as the bargaining representative.

## **ARTICLE 1** **RECOGNITION**

1.1 Inasmuch as the majority of the employees of the Company within the bargaining unit herein described have designated the Union as their exclusive bargaining agency to represent them concerning their hours, wages and all other conditions of employment with the Company, the Company agrees to recognize the Union for collective bargaining purposes as the exclusive bargaining agency for all its employees in the following listed exchanges, in the job classifications shown in the Appendix.

### **EXCHANGES** **(Iowa)**

Adair	Baxter	Charlotte
Afton	Bayard	Chelsea-Vining
Agency	Belle Plaine	Chillicothe
Ainsworth	Bellevue	Cincinnati
Albert City	Bennett	Clarinda
Albia	Benton	Clearfield
Alden, IA	Bladensburg	College Springs
Alpha	Blakesburg	Collins
Alta Vista	Blencoe	Columbus Junction
Aplington	Bouton	Conesville
Argyle	Braddyville	Conrad
Arispe	Brandon	
Armstrong	Bridgewater	
Atalissa	Brighton	
Athens, MO	Buckeye	
Attica	Bussey	
Auburn	Cambridge	
Audubon	Centerville	
Avoca	Central City	
Bagley	Chariton	

Conroy  
Coon Rapids  
Crawfordsville  
Cresco  
Cylinder  
Dedham  
Delhi  
Delmar  
Delta  
Denmark  
DeSoto  
DeWitt  
Dexter  
Diagonal  
Dolliver  
Donnellson  
Douds  
Dows  
Dunlap  
Durant  
Eddyville  
Eldon  
Eldora  
Elkhart  
Elma  
Emmetsburg  
Exira  
Fairbank  
Fairfield  
Farmington  
Farson  
Fayette  
Fonda  
Fontanelle  
Forest City  
Fredericksburg  
Fremont  
Garwin  
Gladbrook  
Glidden  
Grand Junction  
Grandview  
Gravity  
Greeley  
Greene  
Greenfield  
Grinnell  
Grundy Center  
Guthrie Center  
Halbur

Harlan  
Harper  
Harris  
Hartley  
Hazelton  
Hedrick  
Hillsboro  
Hopkinton  
Houghton  
Humeston  
Jamaica  
Janesville  
Jolley  
Kellerton  
Keota  
Knoxville  
Lacona  
Lake City  
Lake View  
Lamont  
Lanesboro  
Lawler  
LeClaire  
Ledyard  
LeGrand  
Leighton  
Letts  
Liberty Center  
Libertyville  
Linden  
Lime Springs  
Linn Grove  
Lisbon  
Little Sioux  
Lockridge  
Logan  
Lohrville  
Lone Tree  
Lovilia  
Low Moor  
Lowden  
Lucas  
Lytton  
Macksburg  
Madrid  
Magnolia  
Mallard  
Manchester  
Manning  
Manson

Marathon  
Marble Rock  
Marengo  
Martensdale  
Martinsburg  
Maxwell  
May City  
Maynard  
McCallsburg  
Melbourne  
Melcher  
Melrose  
Melvin  
Milo  
Milton  
Minden  
Mingo  
Modale  
Mondamin  
Monroe  
Montour  
Montrose  
Moravia  
Moscow  
Mt. Ayr  
Mt. Pleasant  
Mt. Union  
Mystic  
Nevada  
New Hampton  
New London  
New Sharon  
New Virginia  
Newell  
Newton  
Nichols  
Oakville  
Ocheyedan  
Olds  
Ollie  
Osceola  
Otley  
Oxford  
Oxford Junction  
Packwood  
Panama

Paullina	Riverside	Swea City
Pella	Riverton	Tabor
Peoria	Rochester	Thurman
Percival	Rockwell City	Tiffin
Persia	Roland	Tingley
Peru	Rolfe	Tipton
Peterson	Rowley	Toledo
Pisgah	Russell	Tracy
Plano	Ryan	Traer
Pleasantville	Sabula	Troy Mills
Pomeroy	Salem	Unionville
Portsmouth	Schleswig	Ute
Primghar	Seymour	Vail
Primrose	Shannon City	Walker
Promise City	Shelby	Wapello
Protivin	Sidney	Washington
Ralston	Sigourney	Waucoma
Randalia	Slater	Wellsburg
Randall	Solon	West Chester
Randolph	South Seymour	West Point
Redding	St. Ansgar	What Cheer
Redfield	St. Lucas	Williamsburg
Reinbeck	Stacyville	Williamson
Rembrandt	Stanwood	Winfield
Rhodes	State Center	Woodbine
Richland	Steamboat Rock	Woodburn
Ricketts	Story City	
Rippey	Sumner	

## **ARTICLE 2**

### **TERM OF AGREEMENT**

2.1 This Agreement, when signed by the authorized representatives of the Company and the Union, shall become effective on the **13th** day of **May 2018**, and shall remain in full force and effect until and including the **12th** day of **May 2021**. If this Agreement is to be terminated or modified by either party, a written notice must be sent to the other party at least sixty (60) days prior to the termination date of this contract or not less than thirty (30) days prior to any date thereafter on which such termination or modification is to become effective.

2.2 This Agreement contains the entire agreement between the Company and the Union, except that changes to this Agreement mutually agreeable to the authorized representatives of the parties may be made at any time during the tenure of this Agreement. No changes shall be effective until reduced to writing and signed by authorized representatives of the parties.

2.3 Nothing in this Agreement shall be construed to require either of the Parties to act contrary to any State or Federal Law, governmental authority or declaration. In the event any such condition arises, it is agreed that this Agreement shall be deemed as modified in respect to either or both Parties to the extent necessary to comply with the law, order or declaration.

### **ARTICLE 3**

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

3.1 The Company will not discriminate against any employee because of membership in or lawful activity on behalf of the Union, nor will the Company interfere with the right of any employee to become a member of the Union. The Union will not intimidate, coerce, or otherwise discriminate against any employee who chooses not to join the Union.

3.2 The Company shall provide a seniority list to the Union in April and October of each year. In the event the Union does not question the lists and their contents within thirty (30) days after furnished, any action taken by the Company in reliance thereon will not result in any liability on the part of the Company. **If an employee leaves the service of the Company for any reason, the Company will make their best effort to notify the Union within ten (10) days of the event including the name of the individual leaving and the reason given.**

3.3 It is agreed that neither the Company nor the Union will discriminate against any employee because of race, color, religion, sex, national origin, age, or because they are handicapped, disabled veterans, or veterans of any war or conflict.

3.4 Except as specifically limited by this Agreement, the management of the business and the direction of the work force shall remain with the Company including, but not limited to, the right to hire, discipline and discharge for cause, layoff, assign, promote and transfer employees, to decide the number of employees needed at any particular time or place, to use improved methods or equipment, and to be the sole judge of the types and standards of communications service rendered the public.

### **ARTICLE 4**

#### **NO STRIKE-NO LOCKOUT**

4.1 The Company and the Union agree that during the term of this Agreement there shall be no lockouts. The Union and the Company agree that during the same period, neither the Union nor its agents, nor its members will authorize, instigate, aid, condone, or engage in any work stoppage, sympathy strike, slowdown or strike.

### **ARTICLE 5**

#### **PAYROLL DEDUCTION OF DUES**

5.1 Collection of union dues and Cope by payroll deduction for any employee will proceed only on the basis of specific written authorization signed by the individual employee and sent to the Human Resources Department. Such written authorization shall be on a form determined by the Company. This Authorization will continue in effect only during such period

as this Agreement is in effect and the authorization remains unrevoked by the employee. A copy of the Dues Deduction Authorization Card and Cope form is included at the end of the contract booklet.

5.2 The Union will indemnify and save harmless the Company from any and all claims, liabilities, and disputes arising out of or by reason of any action against the Company under this article. The Union agrees that the Company assumes no responsibility in connection with the deduction of dues except that of forwarding money deducted as set forth in this article.

## **ARTICLE 6**

### **UNION BUSINESS**

6.1 The Company will grant to any employee designated by the Union the necessary time off, without pay, and without loss of seniority, to handle Union business, including attendance at Union meetings or conferences. It is agreed that not more than five (5) employees shall be so engaged at any one time. The Company shall be given reasonable notice (preferably seven days) in advance of the beginning date and of the probable duration of such absences. The Company will not discriminate against any such employee absenting himself/herself for any of the above reasons. This provision does not include time spent in joint meetings dealing with grievances or other meetings held by mutual agreement and concerned with the normal administration of this Agreement.

6.2 The Company agrees that employees duly designated by the Union to take part in labor negotiations, not to exceed four (4) such employees, shall suffer no loss in regular pay as a result of such participation.

## **ARTICLE 7**

### **DEFINITIONS**

7.1 Accredited Service - The aggregate time of active employment as determined by the Company and recognized for pension and benefit purposes.

7.2 Attendance for the purpose of absenteeism excludes the following: jury duty, paid death in the family, paid or unpaid Union business, surplus time, military duty, reasonable civic duty, approved departmental leave of absence, pre-arranged absences for which make-up time is worked, witness under subpoena per contract, and absence for on-the-job injury.

7.3 Differential - Special compensation in addition to basic rates in recognition of job duties or tasks assigned.

7.4 Employees - Workers of the various classifications in the different exchanges of the Company as set out in this Agreement. Excluded are supervisors, cashiers, secretaries, professional employees, confidential employees, guards, watchmen, and all other personnel not performing bargaining unit work.

7.5 Occasional Employee - A person engaged to perform work or irregular assignments wherein there is no regular schedule of work and who temporarily fills in for, or supplements the work of, regular employees on an occasional employment basis. Occasional employees are employees only on the specific individual days for which work assignments are scheduled.

7.6 Premium - Special compensation in addition to basic rates in recognition of the time that work is performed in terms of days of the week or hours of the day.

7.7 Probationary Employee - Any worker within the first **nine (9)** months of continuous employment. **Probationary period may be extended at discretion of the Company for an additional 3 months after discussion with the employee and the Union.** Probationary employees may be terminated during this period at the discretion of management, and such terminations will not be subject to the arbitration provisions of this Agreement. Work schedules and assignments for probationary employees will be determined by their ability to perform the duties required for their work classifications.

7.8 Regular Full-Time Employee - A person engaged for full-time work whose employment is expected to continue for more than one (1) year.

7.9 Regular Part-Time Employee - A person who ordinarily works less than full-time and whose employment is expected to continue for more than one (1) year.

7.10 Regular Pay - The basic hourly rate as shown in the wage schedules contained in the appendix.

7.11 Seniority - See Article 13.

7.12 Temporary Employee - A person engaged for a specific project, or for a definite period of time not to exceed one (1) year.

7.13 Workweek - A workweek shall be within the period beginning 12:01 a.m. Sunday and ending at midnight Saturday.

7.14 Force Reduction Area - The exchanges into which an employee may bump, as identified on pages 57-59.

7.15 Session - Sessions are the two (2) parts into which a tour is divided for the day under consideration. For purpose of pay, sessions will be considered four (4) hours in length during an eight (8) hour day, and five (5) hours in length for a ten (10) hour day. Typically, the lunch hour divides the two (2) sessions in a workday. For purpose of administering illness pay after the completion of one (1) hour of work, an employee will be paid the balance of the session.

7.16 Temporary and occasional employees shall not be eligible for such benefits as holidays, vacations, health and life insurance, pensions, telephone concession service, disability pay, funeral leave, jury duty pay, or any other benefit.

## **ARTICLE 8**

### **GRIEVANCES**

8.1 A grievance is an alleged dispute or controversy arising from the interpretation or application of the various provisions of this Agreement or involving alleged unfair treatment of an employee or group of employees. A grievance must be in writing and may be filed by an employee, group of employees for whom the Union is the bargaining agent, or by an authorized Union representative. Grievances must be filed and appealed within the time limits specified in this article.

8.2 Once a grievance has been presented, management shall not attempt to adjust the grievance with the aggrieved employee or group of employees without affording the appropriate Union representative an opportunity to be present.

8.3 The Union shall be considered the representative for grievance representation purposes of employees laid off, discharged, or otherwise separated from the payroll until the limits of the grievance and arbitration procedures have been exhausted. Any suspension or discharge requires written notification of such act be given to the employee and simultaneously a copy of the written notification shall be forwarded to the Local Union President.

8.4 All complaints or prospective grievances shall ordinarily be taken up informally at the first level of management in an effort to resolve the matter. If a satisfactory settlement is not reached, a written grievance may be presented to the supervisor, providing it is filed within fifteen (15) working days of the date of the action causing the grievance. Grievances may, however, by mutual consent be taken up at any level of the grievance procedure.

8.5 Grievances presented to management shall be answered at each level within the maximum time limits set out below for the initial and appeal steps of the procedure:

Grievance Level No. 1 - Area Manager or their designated representative (fifteen (15) working days)

Grievance Level No. 2 – Vice President Operations and/or his/her designated representative (fifteen (15) working days)

8.6 Appeals by the Union from the Company's decision in one step to the succeeding step shall be presented to the appropriate management representative at the appeal level within the following time limits after receipt of the Company's answer.

1. Step 1 to Step 2 (fifteen (15) working days)

Grievance meetings between authorized Union and Company representatives shall be held within a reasonable time after the grievance is presented. The parties shall keep each other informed in writing of the representative authorized to handle grievances.

8.7 Authorized employee Union representatives, not to exceed two (2) in number, investigating circumstances in respect to grievances may do so on Company premises and shall receive the Company's cooperation. Such employees shall suffer no loss in regular pay as a result of time lost from regular work.

8.8 Authorized Union representatives, not to exceed two (2) in number, and, when it is deemed necessary by the Union, the aggrieved employee, meeting with the Company in respect to grievances, shall suffer no loss in regular pay as a result of time lost from regular work.

8.9 The parties may waive the time requirements as outlined in this article by mutual agreement.

## **ARTICLE 9**

### **ARBITRATION**

9.1 Should the Union wish to submit a grievance to arbitration, such notice to the Company must be made in writing within fifteen (15) calendar days from the date of the Company's second-level reply.

9.2 If the parties are unable to mutually agree within five (5) days upon an impartial arbitrator to hear the dispute and render a decision, then the American Arbitration Association shall be contacted. The selection of the arbitrator and conduct of the hearing shall be in accordance with the rules of the American Arbitration Association.

9.3 The compensation and other expenses of the arbitrator shall be shared equally by the Company and the Union. Each party shall bear the expense of preparing and presenting its own case.

9.4 The arbitrator shall have no authority to add to, subtract from, alter or modify in any way the provisions of the Agreement. He/she shall also be limited to rendering a decision on only the specific grievance submitted.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

10.1 The Company shall at all times make reasonable provision for the safety and health of its employees during hours of their employment and the Union and employees shall cooperate in complying with such rules.

## **ARTICLE 11**

### **BULLETIN BOARDS**

11.1 The Union shall have the use of designated space on Company bulletin boards for posting of material essential to the conduct of its affairs. The Union agrees to post only that material which is in good taste.

## **ARTICLE 12**

### **ABSENCE FROM DUTY**

#### **Extended Leave of Absence**

12.1 Extended leaves of absence shall be without pay and loss of previous seniority, and may be granted by the Company for good cause and for reasonable periods of time provided the service requirements will permit. Employees desiring a leave of absence must submit a written request to their immediate supervisor at least one (1) month in advance of the date the leave is to begin. Each such request shall be considered on an individual case basis and will be approved or disapproved, depending upon the merit of the case. Extensions may be granted if circumstances so warrant. At the end of the leave or upon release to work by a physician, in the case of medical leaves, the individual will be reinstated to active employment in the employee's former job, if vacant, or any vacancy then existing in the exchange, provided the employee is qualified. Should no vacancies exist into which the individual can be placed, the individual will be reinstated in a suitable vacancy that develops within a period of six (6) months thereafter. Refusal to accept such offer terminates the Company's obligation. Seniority will not continue to accrue while the employee is on leave of absence. When an employee is called to active duty into any war or military conflict the employee will return to their previous position with no loss of seniority. A probationary employee would serve the remainder of their probationary period when they return from active duty. When approved for an unpaid, non-FMLA absence, employees are responsible for the full cost of their health and welfare premiums (employee plus employer portion of the premium). Except as provided in Section 20.9, all paid time off (optional holidays and vacation time) shall be used prior to any unpaid leave of absence time.

#### **Departmental Leave of Absence**

12.2 A departmental leave of absence is for a period of thirty (30) days or less. The same terms and conditions applicable to extended leave of absence apply to a departmental leave, except the employee shall be granted seniority credit for the absence, providing the employee returns to work within the thirty (30) day period. While a departmental leave is in effect, no permanent replacement will be assigned to fill the vacancy.

#### **Paid Absences**

12.3 Employees may be excused from duty for reasonable periods to serve on jury duty, or when subpoenaed by a court as a witness (except when the subpoena results from outside employment) and on boards of election. If the time required for such service is less than a full day, the employee will be required to return to work for the remainder of the day, providing it is reasonable to do so. Such absences during regular scheduled work time will be compensated by whatever amount represents the difference between the amount paid for such services and the amount normally paid by the Company had they been at work during the period of absence, should the latter be greater.

12.4 Employees may be excused from duty to participate in recognized peacetime training or emergency duty with the National Guard and for training in the Reserve of the Armed Services of the United States. Such absences during regular work time will be compensated by whatever amount represents the difference between the amount paid for such services and the amount normally paid by the Company had they been at work during the period of absence,

should the latter be greater. This provision is limited to two (2) weeks in the instances of training with the National Guard and the Reserve of the Armed Services.

12.5 In the case of death in the immediate family, a funeral leave with pay of up to three (3) regularly scheduled work days shall be granted to attend necessary affairs surrounding the death, providing circumstances require that amount of time. In the case of unusual or extenuating circumstances, management shall have sole discretion to grant additional paid time off, and such decision shall not be subject to the grievance or arbitration provisions of this Agreement. Immediate family shall be defined as the employee's mother, father, mother-in-law, father-in-law, step-mother, step-father, brother, sister, spouse, child, grandparent, great-grandchild, grandchild, brother-in-law, and sister-in-law, and shall also include any other person living in the employee's immediate household that is a legal dependent of either the employee or spouse. In the case of the death of any other relative not residing in the employee's household, absence with pay not to exceed one day for the purpose of attending the funeral shall be allowed. Any other relative is defined as the employee's first cousin, aunt, uncle, niece, nephew, or spouse's grandparent.

#### Illness Absence

12.6 Payment shall be made to an employee with one (1) or more years of net accredited service for absence due to illness or injury on scheduled workdays. Immediately after the waiting period, pay will be in accordance with the following schedule:

<u>Accredited Service</u>	<u>Waiting Period</u>	<u>Benefit Period</u>
Less than 1 year		No payment
1 year, but less than 5 years	3 days	4 weeks full pay 9 weeks half pay
5 years, but less than 10 years	2 days	13 weeks full pay 13 weeks half pay
10 years and over	1 day	26 weeks full pay

NOTE: A day in waiting shall be considered as an absence of two (2) consecutively scheduled sessions on one (1) day or on two (2) consecutive scheduled workdays. Absence must be continuous. No payment will be made for any part of the waiting period set out above.

12.7 Employees will have no waiting days provided the employee has not been absent due to illness or injury for six (6) months immediately preceding the first day of absence, or the employee is admitted to the hospital as an inpatient or the employee has outpatient surgery, or **employee relapses within 1 week of previous illness. Management may request documentation supporting relapse.**

12.8 A physician's certificate may be required for any absence of three (3) consecutive days, or three (3) total days in a twelve (12) month rolling period due to illness or injury as deemed necessary by management.

12.9 Any employee who reports for scheduled work and becomes ill on the job after working one (1) hour or more, and is excused from duty because of such illness, shall receive pay at the basic hourly wage rate for the remainder of the session during which the illness occurs. For the purpose of the article, sessions are the two (2) parts into which a tour is divided for the day under consideration.

12.10 On-the-job injury (regular full-time and regular part-time) employees will be allowed disability benefit pay when incapacitated by physical injury determined to be compensable. Such payment will be in an amount equal to the difference between Workers' Compensation and the employee's daily wage at the basic hourly wage rate. The daily wage will be determined in proportion to the amount of time worked during the previous calendar year. Such payment will be made from the first day without any waiting period at the rate of 82% of the employee's daily wage for 260 working days.

12.11 The full maximum for short-term sickness disability benefits shall be restored after an employee returns to work for thirteen (13) consecutive weeks without any absence due to illness or injury.

### **ARTICLE 13**

#### **SENIORITY**

13.1 Seniority as used herein shall mean the period of net accredited service as determined by the records of the Company, accumulated by an employee while a member of this bargaining unit or another bargaining unit as provided in Section 13.2 below.

13.2 A rehired employee may be eligible to have previous Windstream service credited (bridged) for certain benefits (i.e. sick pay, vacation pay). If the benefit plan has its own individual bridging rules that are controlling for purposes of eligibility, vesting and benefit accruals, the terms of the benefit plan will control. Otherwise, the following are guidelines for bridging a rehired employee's service:

13.2.1 The employee's previous service must have been as a regular full-time, regular part-time, or a temporary employee employed directly with Windstream and not through a third party provider.

If a temporary employee who was on Windstream's payroll is subsequently reclassified to regular employee status (with or without a break in service), the temporary time actually worked is eligible for bridge of service. The time during the break in service will not be bridged.

13.2.2 If an employee is terminated from Windstream's payroll for less than one (1) year, the employee's original service date applies.

13.2.3 If an employee is terminated from Windstream's payroll for more than one (1) year but less than five (5) years, the employee's service will be bridged based on the actual number of years of active employment with Windstream.

13.2.4 If an employee is terminated from Windstream's payroll in excess of five (5) years, the employee's previous service will be bridged after the employee has been re-employed for a period of five (5) years.

13.2.5 Windstream service means prior service with Iowa Telecom and prior service with any other subsidiary of Windstream Corporation where that subsidiary maintains a reciprocal policy.

13.3 Seniority shall be the determining factor, subject to the specific provisions in this Agreement, on the assignment of hours (not days) on work schedules, vacations, layoffs, recall after layoffs, transfers, and promotions insofar as service requirements will permit. Part-time employees may exercise their seniority after full-time employees have exercised their seniority.

13.4 In the event the seniority date of two (2) or more employees is identical, then the older in age shall be deemed to have the greater seniority.

13.5 The seniority for regular part-time employees shall be determined by the accumulation of the actual hours worked exclusive of overtime. Net accredited service for regular part-time employees shall be determined by the same method.

13.6 Bargaining unit employees who are promoted into management shall retain all seniority accrued in the bargaining unit, but shall not continue to accrue seniority while in management beyond July 1, 1980. When an employee returns to the bargaining unit, Section 18.9 of Article 18 may not be applied during the initial job assignment except when there are no other bids.

## **ARTICLE 14**

### **LAYOFFS/BUMPING**

14.1 If a reduction in forces is necessary due to office closings, or Company reorganization, the Company shall give affected employees as much notice as possible, but in no case less than thirty (30) days.

14.2 If the reduction is due to force surplus caused by decreased business activity, the Company will make reasonable effort to provide two (2) weeks' notice. Employees so notified must advise the Company within three (3) days of their intention to claim another job within the Company or to terminate employment. Employees who are displaced by bumping will, in turn, be given four (4) days to exercise their rights.

14.3 When management determines that a force reduction is necessary in a job classification and location, temporary and occasional employees of that classification/ location shall be terminated first. If further reductions are necessary, and before any regular

employees are laid off, management shall, in order of seniority, offer affected employees temporary or permanent transfer to other vacant positions, if available, in the state of Iowa, for which the employees are qualified. It is agreed that vacancies offered here are those that would constitute a lateral or downward move. Vacancies in higher classifications will be filled in accordance with Job Transfers – Article 18.

14.4 Employees laid off as a result of force reduction shall have, as one of their options, the opportunity to claim a job held by a less-senior employee through a process hereinafter referred to as "bumping". Bumping shall be permitted only where the retained employee has the ability and qualifications to do the work of the individual displaced within a reasonable period not to exceed four (4) weeks. The employee may bump the least senior employee of the same job title or any job title in the same or a lower wage classification within the Reporting Location, Force Reduction Area or State.

14.5 Employees who are displaced through bumping shall be permitted to bump in accordance with Section 14.4 above or accept termination.

14.6 Any moving expenses associated with relocation under this article shall be borne by the **employer up to the maximum allowance in Article 18.12. Any additional expenses will be borne by the employee.**

14.7 Within ten (10) calendar days following notification to the Union, the Company will offer senior employees in the affected job classification and Reporting Location Voluntary Termination/Severance Pay to the extent that it relieves the surplus. Employees may elect to voluntarily terminate in the order of seniority, to the extent necessary to relieve the surplus in the classification and Reporting Location where the surplus exists by notifying the Company within three (3) calendar days. However, an employee who accepts voluntary termination pay will not retain recall rights.

14.8 Termination pay for an employee requesting voluntary termination **under this article** will include two (2) weeks' pay for every whole year of service up to a maximum of **thirty-four (34) weeks**. Only whole years of service are counted.

## **ARTICLE 15**

### **RECALL**

15.1 Recall after layoff of regular full-time employees shall be according to seniority provided the employee is available, has kept the Company informed of any change of address, is capable of performing the job available at time of recall, and the period of layoff for such former employee has not exceeded **two years**.

15.2 It is understood that employees shall have recall rights to the classification and force reduction area from which they were originally bumped and any job subsequently held through the exercise of bumping rights.

15.3 Notification of recall, as provided for above, shall be by telephone with a letter of confirmation sent to the employee and a copy to the Union. If management is unable to reach the employee by telephone, notification of recall shall be by certified letter with a copy to the Union. An employee must indicate acceptance of reemployment promptly and report for work within two (2) weeks after receipt of notification or the employee shall forfeit recall rights. Exception shall be extended when temporary personal disability prevents acceptance of offered reinstatement.

15.4 An employee recalled or rehired within 24 months will pay back any excess termination allowance.

15.5 When recalled to their former job title or work function, employees will be paid at the same wage rate and placed on the same step of the pay scale they were on when laid off. If the pay scale has increased the employee will be paid the new higher rate. If the employee is recalled to a different job title or function with a different rate, the employee will be placed on the scale at the step equal to or above the employee's former rate.

## **ARTICLE 16**

### **TERMINATION PAY**

16.1 It is the Company's policy to provide pay continuation for full and part-time employees with one (1) year of continuous service, who are **voluntary** or involuntarily laid off due to force surplus, jobs being eliminated, or technological change. Severance pay for employees so terminated includes two (2) weeks' pay for every whole year of service up to a maximum of thirty-four (34) weeks' pay. Only whole years of service are counted. Termination pay will be paid in a lump sum. Employees whose service is terminated shall first be expected to accept reassignment to an existing vacancy in lieu of termination pay if such assignment is available within a fifty (50) mile radius of his/her reporting location. Should an employee decline to accept such an assignment, no termination pay shall apply.

16.2 Such termination pay shall be in addition to earned pay and vacation pay to which employees may be eligible.

16.2.1 A "week of regular pay" for the purpose of the termination pay allowance referred to above shall be the basic rate of pay of the employee for the week immediately preceding the date of termination. However, if such employee had, within the previous six (6) months, been reclassified to a lower paying classification due to layoff or bumping, the termination pay shall be fixed at the employee's last hourly rate prior to the original reclassification, or his/her present hourly rate, whichever is higher.

16.2.2 An employee who has once been paid termination pay in accord with the above schedule, has been rehired and again laid off, shall receive payments computed on the basis of net accredited service less the payments previously received provided the second termination is within three (3) years of first termination.

16.3 No termination allowance shall be due an employee who retires on pension, where termination is the result of death, resignation, or dismissal for cause.

## **ARTICLE 17**

### **WORKING RULES**

17.1 Eight (8) hours shall constitute a regular day's work to be worked normally between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour intermission for lunch; except that a work day may also be composed of eight (8) hours beginning and ending at such other times as the demands of the service may require.

17.1.1 The lunch period will normally be a period of one (1) hour unless specifically scheduled otherwise. All noon lunch periods will start and end at the employee's work site.

17.2 Forty (40) hours shall constitute a regular workweek for employees covered by this Agreement.

17.3 Five (5) days shall constitute a regular week's work normally scheduled from Monday to Friday inclusive, except that a workweek may also be composed of any five (5) days within the calendar week as the demands of the service may require. Subject to service requirements, regularly scheduled Sunday and Holiday coverage shall be offered by seniority. When there are no volunteers Sundays and Holidays coverage will be rotated among those employees within a work group.

17.3.1 Non-consecutive day workweeks will be maintained at a minimum consistent with the needs of the business. Work schedules that include a Saturday will be offered by seniority. When there are no volunteers, workweeks will be rotated among all employees within a work group.

17.4 Work schedules showing days and hours for employees shall be posted in each reporting location not later than Thursday noon of the week preceding the week to which the schedules apply. When work requirements permit, the Company may grant employees' requests for changes in scheduled days or hours of work, providing such changes will not result in an additional expense to the Company. An employee who is given twenty-four (24) hours notice of a change in work hours will receive regular pay for such changed hours.

17.5 The schedule of hours and shifts to be worked by employees shall be determined by the management of the Company and changed from time to time to meet the requirements of the service and where practicable, in the assignment of hours and shifts, preference shall be given to the employees' senior in point of service within the exchanges where they work. Trades of tours or sessions initiated by employees may be granted if service requirements permit. When work requirements permit, the Company may grant employee's requests for time off if such requests are made two (2) days prior to posting of the schedule.

17.6 When the demands of service allow, the Company may permit an employee to make up time. When an employee agrees to make up time, he/she shall be paid at regular pay.

17.7 In certain work groups a four-ten schedule (ten hour day, four day workweek) may be desirable. Management will select the employees, locations and occasions where the four-ten schedule will apply. Implementation will be in accordance with the following provisions:

17.7.1 Overtime will be paid for hours worked in excess of ten (10) in any one day or forty (40) in any workweek.

17.7.2 Payment for excused time off for jury duty, Reserve or National Guard and attendance at funerals will be based on up to ten (10) hours per day rather than eight (8).

17.7.3 Scheduled workdays shall be consecutive except in weeks containing a holiday (including personal days). In such case, four days will be scheduled, exclusive of the holiday, and the employee will receive eight (8) hours holiday pay in addition to pay for time worked. Absent paid time for holidays shall not be considered as hours worked in determining overtime computations.

17.7.4 Vacation shall be paid on the basis of five (5), eight (8) hour days. Day-at-a-time vacation may not be taken in any workweek of four (4), ten (10) hour days.

17.8 Employees working away from their headquarters exchange or attending school within the state of Iowa shall be entitled to lodging and meal expense as follows:

17.8.1 When an employee is required to stay overnight, clean, comfortable lodging will be provided by the Company. The Company will pay the cost of such lodging. In addition, the Company will pay meal allowances as listed below:

Breakfast	\$ 10.00
Lunch	\$ 12.50
Dinner	\$ 21.50

17.8.1.1 If the employee is entitled to fewer than three meals, the allowance will equal the appropriate combination of the above amounts. Meals which are paid by the Company will be eaten on the employee's own time.

17.8.1.2 Employees shall travel to and from the temporary location on Company time at the beginning and end of the out-of-town assignment unless the assignment is for more than four (4) weeks. In such case, travel home every third weekend on Company time and expense shall be allowed unless the assignment would be completed the following week. Employees working or attending training in the state of Iowa under 130 miles from their normal report center will be allowed to use Company transportation to return home on interim weekends. During interim weekends employee's travel will be on their time and expense (not paid unless as otherwise specified in this article) and employees will not be reimbursed for board and lodging

expenses or per diem. Employees returning to Company schools or a job location within the state of Iowa on Sunday of an interim weekend, and staying overnight, will be reimbursed a Sunday evening lodging allowance, evening meal, and a Monday morning breakfast allowance. A lodging receipt is required for this reimbursement. Employees working in the state of Iowa over 130 miles from their report center who elect to return home on Friday of an interim weekend may receive reimbursement for an evening meal eaten.

17.8.1.3 Reasonable board and lodging expenses shall be furnished by the Company for all regularly employed employees when temporarily assigned to locations outside the state of Iowa.

17.8.1.4 In lieu of the employee returning home (on those weekends the employee is eligible to return home), the Company will pay the cost of transportation to and from the training location for the employee's spouse or significant other, in addition to continuing to pay the employee's meal and motel expense for that weekend.

17.8.2 Should employees elect to provide own lodging or to commute each day instead of remaining at the distant location, they may do so using their own transportation on their own time, and the Company shall pay, in lieu of expenses, a per diem of \$65.00.

17.8.3 Travel arrangements and expenses for employees attending formal schools outside the state of Iowa shall be governed by the Company's administrative practices separate and apart from the Agreement.

17.8.4 An employee receiving less than fourteen (14) days advance notice to attend a formal school may decline to attend.

17.9 When an employee in one classification is called on for a period of one (1) hour or more to do work in another classification carrying a higher wage scale, the employee will receive the next higher wage rate that appears on the wage schedule for the higher rated job, subject to the provisions of Section 18.12. It is recognized in this connection that it is a part of a Customer Service Technician's regular duties to locate and make temporary repairs of cable trouble and to make ordinary and routine switchboard repairs and adjustments. It is also recognized that construction forces may be called on as a part of their regular work to handle the replacement and changes of telephone installations in conversion projects. In the case of a temporary assignment of an employee to his/her former classification after having been bumped or laid off from that classification, the employee will be paid the rate on the same wage progression step the employee would have occupied had he/she remained in the former classification.

17.10 Employees shall be allowed two (2) fifteen (15) minute rest periods, scheduled as near the middle of each session of the daily tour as is practicable.

17.11 An employee required to work three (3) or more continuous hours beyond his/her regular quitting time, on overtime, and who is not provided an intermission for a meal, shall be entitled to a meal allowance of \$12.50. Overtime meals will be treated as income and employees

will be taxed on the meal allowance as part of gross wages. Employees working outside their normal reporting exchange location shall not be required to take an intermission for a meal.

**17.12 Any employee working sixteen (16) hours or more within a 24 hour period shall have an eight (8) hour rest period before reporting to his/her next scheduled tour of duty. If such rest period extends into the employee's regular scheduled tour, he/she shall not be required to report to work but will be paid his/her regular straight-time rate of pay for all hours that extend into his/her regular scheduled time. Should an employee be required to report back to work before the eight (8) hours has elapsed, he/she shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked until eight (8) hours from the time the rest period began. Employees will report for work at the end of the eight (8) hour rest period to complete their scheduled tour or will forfeit all full hours associated with the rest of the scheduled shift.**

## **ARTICLE 18**

### **JOB TRANSFERS**

#### **General**

18.1 The Company may transfer employees within the bargaining unit between jobs, departments and districts in conformity with the requirements of telephone service and the operating efficiency of the Company. In making such transfers, the Company will make its selection in accordance with the provisions of this article by order of seniority among eligible employees possessing sufficient abilities and qualifications for the work to be performed.

#### **Job Posting and Bidding**

18.2 Vacancies, as identified by the Company, in all job classifications except those classifications of Building Services Technician and Building Services Specialist shall be posted by 5:00 p.m. Wednesday to 12:00 p.m. Wednesday of the following workweek. Employees will submit bids electronically for vacancies they are interested in directly to Human Resources by the close of the posting period. All job vacancies will be communicated electronically when positions are posted and filled by successful bidders.

18.3 When a job is added in a work location in which that classification has been vacant for two (2) years or more or has not previously existed in that location, notification will be provided to the Local Union President at least ten (10) days in advance of job posting date.

18.4 Selection shall be based on seniority among those bidding employees possessing sufficient abilities and qualifications for the work to be performed. In determining the sufficient ability and qualifications of competing eligible candidates, the Company will consider skills, job knowledge, prior experience and relevant education received. When qualifications are substantially equal seniority will prevail. The positions of Building Services Technician and Building Services Specialist shall not be subject to the job bidding procedures and Building Services Technicians and Building Services Specialists may not bid to other jobs.

18.5 A job will be considered a promotion if it pays a higher maximum rate than the job in which the employee is presently working.

18.6 When the senior bidders are rejected, the senior bidders will be notified prior to the notification of the successful bidder.

18.7 An employee shall not be eligible for transfer to another job classification or location in this Agreement unless such employee has completed the time in classification requirements set forth herein: Network Technician, Switching Systems Installer, and Business Systems Technician 12 months; Customer Service Technician, and Cable Splicer 12 months. Employees who are in their present position as a result of force reduction under Article 14 shall not be held to this length of service requirement should a vacancy occur in their former job classification. After having completed time in grade requirements, subsequent transfers to the same classification in a different location will require completion of 12 months or the time requirements above whichever is less.

18.8 Such requirements as stated in Section 18.7 above may be waived by the Company when required by conditions of business or personal reasons affecting the employee.

18.9 In the event that a qualified employee is not available among the bidding employees, then the vacancy will be filled by the Company optionally by involuntary transfer, according to inverse seniority of a qualified individual or by a new hire as may be required by the force requirements or to obtain the necessary qualifications. No employee will be required to involuntarily transfer to a reporting location in excess of forty (40) road miles from his or her current reporting location. Employees who voluntarily agree to move beyond forty (40) miles will receive the moving allowance expense as outlined in 18.12.

18.10 It is understood and agreed that the Company reserves the right to select or employ individuals from outside the Company where services requiring special training or special abilities not available in the Company are required. The Company will provide the Union with hire date, name, home address, and telephone number for all new employees. The Company will provide all new employees with the contact information of the Local Union President. The Union will be afforded thirty (30) minutes paid meeting with the new hire during the new employee orientation or within 30 days of employment.

18.11 Employees bidding into a higher classification will be paid the next higher rate of pay that appears on the wage schedule for the higher rated job, subject to the following:

18.12 The Company will pay a moving expense allowance for those employees whose bids are selected on jobs constituting a promotion and for involuntary transfers, who physically move to a new home address that is closer to their reporting location. The moving expense allowance for promotion or involuntary transfer shall be actual expense up to \$1,500. The moving expenses for those employees whose bids are accepted for movement from one location to another in the same classification or to a lower classification will be paid for by the employee.

18.13 If at any time during the first twelve (12) months in a newly bid position, it is shown that the employee does not have the aptitude and ability to meet the requirements of the

new job, he/she shall be returned to any lower classification where a vacancy exists without first resorting to the seniority provisions of this Agreement.

**ARTICLE 19**  
**OVERTIME AND SUNDAY WORK**

19.1 It is recognized that due to the nature of our business and the necessity of providing continuous service, employees may be called upon from time to time to work overtime hours. Overtime shall not be worked unless it is first authorized by management.

19.2 The overtime rate of time and one-half the basic hourly rate shall be paid for all time worked in excess of eight (8) hours in one (1) day and for time worked in excess of forty (40) hours in one (1) week. There will be no pyramiding of overtime or premium rates.

Clarification of Overtime Administration  
For Purpose of Handling Pay

Included in Overtime Calculation: (same as actual work time)	Excluded in Overtime Calculation: (time missed does not count as actual work time)
Actual Hours Worked in Excess of 8 in a Day, or Over 40 in a Workweek	Jury Duty
Holiday – Scheduled or Personal	Military Pay
Vacation	Make-up Time
Bereavement	Absent Sick

19.3 All scheduled time worked on Sunday shall be compensated at a premium rate of time and one-half (1½) the basic hourly rate of pay.

19.4 When regular full-time employees are recalled to work outside of their regular scheduled work hours or on a non-scheduled day, they shall receive regular overtime pay of time and one-half the basic hourly wage rate. Paid time starts when the employee reports for work and ends when the work has been completed; provided, however, that when the call out work extends to the starting time of the employee's next regular scheduled shift, overtime pay shall then terminate and straight time pay shall apply during such regular assignment. Employees called out shall receive a minimum of three (3) hours of pay at the overtime rate, except when such work extends into their regular assignment. No additional pay shall apply if subsequently recalled within the same three (3) hour call-out period.

19.5 As far as practicable, all overtime shall be equally and impartially offered to the employees who generally work in the class of work being performed in their respective localities.

19.6 Premiums and differentials are not paid on a time and one-half (1½) basis.

19.7 When it is necessary to assign out-of-schedule hours on the work schedule, the out-of-schedule hours will not be paid at one and one-half (1½) times the basic hourly wage rate unless the entire weekly work scheduled hours have been worked. However, each hour worked between 9:00 p.m. and 6:00 a.m. will be eligible for premium differential (see Article 24.2).

## **ARTICLE 20**

### **VACATIONS**

20.1 All regular employees are eligible for paid vacation based on their length of service. Vacation is paid at the basic hourly rate of pay in the calendar year per wage schedule. Vacation time should be pre-scheduled and approved by the appropriate supervisor. One (1) week of vacation requirement by **May 15** may be waived by the discretion of management with second level approval.

Employees can access vacation in full weeks, single days, or half days of vacation in accordance with the following schedule:

Years of Service	Vacation Eligibility	Day Eligibility	Days Allocated for Half Day Increments	Half Day Eligibility	Days Taken by <b>May 15th</b>
6 months but less than 1 year*	1 Week	5 Days	3 Days	6 Half Days	N/A
1 year but less than 5 years	2 Weeks	10 Days	5 Days	10 Half Days	2 Days
5 years but less than 10 years	3 Weeks	15 Days	7 Days	14 Half Days	5 Days
10 years but less than 25 years	4 Weeks	20 Days	10 Days	20 Half Days	5 Days
25 years or more	5 Weeks	25 Days	13 Days	26 Half Days	5 Days

\*If hired between January 1st and June 30th of the calendar year, new hires will receive one (1) week of vacation on the date of their six (6) month service anniversary. The employee is eligible for a second week of vacation in January following their hire date. The employee is eligible for an additional week of vacation on the date of their twelve (12) month service anniversary. Employees will be eligible for two (2) weeks of vacation in the January following the twelve (12) month service anniversary.

Example: Employee is hired on June 20, 2011. Employee receives one (1) week of vacation on December 20, 2011, one (1) week on January 1, 2012, and one (1) week on June 20, 2012.

If hired between July 1st and December 31st of the calendar year, new hires will receive one (1) week of vacation on the date of their six (6) month service anniversary. The employee is eligible for a second week of vacation on the date of their twelve (12) month service anniversary. Employees will be eligible for two (2) weeks of vacation in the January following the twelve (12) month service anniversary.

Example: Employee is hired on August 15, 2011. Employee receives one (1) week of vacation on February 15, 2012; one (1) week on August 15, 2012; two (2) weeks on January 1, 2013.

20.2 Seniority shall prevail in the selection of vacation insofar as the needs of the service permit. In addition, the fourth and fifth week of vacation may be chosen only after all other employees have scheduled up to three weeks of their vacation. Vacation shall not accumulate from year to year.

20.3 Vacation eligibility for regular part-time employees will be based on continuous service. Regular part-time employees eligible for a vacation shall be entitled to a vacation in accordance with their regular work schedule or if irregularly scheduled vacation shall be paid at the basic hourly rate for the average weekly hours worked for the thirteen (13) weeks immediately preceding the vacation period.

20.4 An employee who resigns and provides the Company with two (2) or more weeks' notice, retires, accepts voluntary termination during a force adjustment or is laid off shall be paid the unused portion of his/her vacation.

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

20.5 When a paid holiday falls within an employee's vacation period, he/she shall have the option of taking an additional vacation day off with pay.

20.6 Vacations shall ordinarily be scheduled on a calendar week basis and for periods of not less than one (1) week.

20.7 Employees shall be paid for each week of vacation in accordance with their regular work schedule at the basic hourly wage rate. Any extra payments for differential or premium pay shall not be included in vacation pay.

20.8 Each year vacations schedules will be available by November 1<sup>st</sup>, selected by December 31<sup>st</sup>, and subsequently posted by January 15<sup>th</sup>. Any change in the vacation schedule shall require mutual agreement.

20.9 At the expiration of the paid benefit period as provided in the "Plan For Employee's Disability Benefits", any unused vacation for which the employee is eligible may be taken prior to commencement of a unpaid leave of absence, however the Company may require employees with more than five (5) years of service to use two (2) weeks of vacation time as paid leave concurrent with their approved family leave. Employees with less than five (5) years of service may be required to use one (1) week of vacation concurrently with family leave. If employees want more FMLA time with pay, they may substitute more vacation and personal holidays with concurrent leave. Employees must work at least two (2) weeks' after returning from a leave of absence that extends into the beginning of a new calendar year in order to be

eligible for new calendar year vacation.

20.10 Employees who elect day-at-a-time vacation must do so at the time the vacation schedules are chosen.

20.11 Employees must request and receive the approval of their supervisor by Monday noon of the preceding week in which the day or days of vacation are to be taken. The supervisor may waive this requirement.

20.12 A day-at-a-time vacation shall not be scheduled before all employees have had an opportunity to select whole week vacations. A day-at-a-time vacation shall not take precedence over a previously scheduled optional holiday.

20.13 Any day-at-a-time vacation not taken by October 1<sup>st</sup> must be scheduled by October 15<sup>th</sup>.

20.14 When business conditions require or to accommodate special requests from employees, a vacation period may be carried over to the following year. Such carried over vacation shall be taken by May 1<sup>st</sup>.

20.15 If an employee is absent with pay on account of disability at the time the employee is scheduled to be on vacation, the employee's vacation may be rescheduled. In such a case, any vacation weeks not taken by the end of the calendar year will be carried over to the next year.

## **ARTICLE 21**

### **HOLIDAYS**

21.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and five (5) Optional Holidays shall be considered as recognized holidays. Employees in the first calendar year of employment will receive a pro-rated amount of optional holidays. When a holiday occurs on Sunday, the day observed in lieu thereof shall be considered as the holiday.

21.1.1 Employees who have completed ninety (90) days of employment will be eligible for optional holidays per the guidelines below:

- If hired before August 1<sup>st</sup>, new employees are eligible for up to twenty-four (24) hours of optional holiday pay in their first calendar year of employment.
- If hired on or after August 1<sup>st</sup>, and before September 1<sup>st</sup>, new employees are eligible for up to sixteen (16) hours of optional holiday pay in the first calendar year of employment.
- If hired on or after September 1<sup>st</sup>, employees are not eligible for optional holiday pay in their first calendar year of employment.

21.1.2 Subject to service requirements, employees may observe their optional holidays on any mutually agreed day providing they notify their supervisor by the Monday preceding the schedule posting date as to the choice of the day to be observed. Employees may take up to five (5) of their optional holidays in four (4) hour increments, or the employee may take two (2) of their five (5) optional holidays in two (2) hour increments (i.e. eight (8) two (2) hour segments). Should the employee fail to schedule their optional holidays by October 15<sup>th</sup>, management may designate the days to be observed.

21.1.3 All regular employees (except absentees) will be paid for one (1) normal day at the basic hourly wage rate exclusive of premiums and differentials for each recognized holiday.

21.1.4 Regular employees required to work on a recognized holiday or the day observed in lieu thereof shall be paid at a premium rate of one and one-half (1½) times the basic hourly wage rate for the time actually worked on that day in addition to the holiday pay up to but not exceeding eight (8) hours. Time worked beyond eight (8) hours will be treated as overtime the same as any other day of the week. There shall be no pyramiding of overtime and/or premium rates. Absent paid times for holidays shall be considered as hours worked in determining overtime computations.

21.2 Regular full-time employees who are not required to work on a holiday shall receive holiday pay for eight (8) hours at the basic hourly rate.

21.3 Regular part-time employees who are not required to work on a holiday shall receive holiday pay at the basic hourly rate based on the average daily hours worked (exclusive of overtime) during the four (4) weeks (exclusive of initial training time) immediately preceding the holiday week.

21.4 Holiday allowance will not be paid when an employee is absent on either of his or her scheduled work days which immediately precede or follow the holiday, unless such absences are excused.

## **ARTICLE 22**

### **RETIREE BENEFITS**

22.1 Pension Plan. Effective June 30, 2016, the Pension Plan shall be frozen to all employees identified in Exhibit A. All such employees shall receive a one-time Company contribution to the Windstream 401(k) Plan in the amount of \$6,500. The contribution shall be made to the employees' 401(k) as soon as administratively possible after June 30, 2016 and shall be in stock or cash at the discretion of the Company.

22.2 401(k). All employees may elect to participate in the Windstream 401(k) Plan during the term of this Agreement in accordance with its provisions. All matters pertaining to the management and administration of the Windstream 401(k) Plan shall be at the sole discretion

of the Company and shall not be subject to arbitration. The Company will make contributions to employees as follows:

Employees are eligible for an employer match equal to 100% of the contributions the employee makes on the first 3% of his/her eligible compensation plus 50% of the contributions the employee makes on the next two percent (2%) of his/her eligible compensation for the Plan year. Employer match may be in cash or shares of Windstream stock at the discretion of the Company and will be paid as soon as administratively practicable following the Plan year. All Plan contributions and earnings are 100% vested immediately in the Plan.

22.3 Enhanced 401(k) Program. Employees not eligible to participate in the Pension Plan are eligible for the following:

22.3.1 In 2015 and 2016 the Company will contribute 3% of base earnings year over year for all non-pension participants to the their 401(k) account upon the completion of the calendar year so long as the employee is on the payroll on December 31st. For employees on the payroll December 31, 2017 the Company will make one final enhanced 401k contribution of 6% of base earnings. The final contribution shall be in Windstream stock. Prorated distributions will be paid to the participant for disability, retirement, and their beneficiary in case of death.

22.3.2 Contributions will be deposited by the end of the first quarter following the completion of the plan year. The Company enhanced annual contributions are immediately vested.

## ARTICLE 23 GROUP INSURANCE

23.1. For the remainder of 2018, benefits and rates shall remain the same as they have been since the beginning of 2018. Beginning January 1, 2019 and for the remainder of the contract term, 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, except the PPO and the lowest deductible HSA eligible plan as set forth herein. 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, except the PPO and the lowest deductible HSA eligible plan as set forth herein.

23.2 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.

**23.3** The Company shall have the right to amend the benefit levels of all health care plans except the PPO. The PPO plan benefit levels shall remain the same as 2018 levels and will remain unchanged through the term of the contract. Employees hired after December 31, 2018 are not eligible for the PPO. The benefit levels for all other medical plans except PPO (and as set forth in 23.7) shall be the same as those applicable to non-bargaining personnel in each respective year. When any changes in such benefits are to be made, the Company will give the Union at least thirty (30) days' notice of such changes and the reason for the change.

**23.4** The Employee/Company cost share for all medical plans except the PPO plan and the lowest deductible HSA eligible plan shall be the same as those applicable to non-bargaining personnel in each respective year. The cost share for the PPO Plan shall be as follows:

- January 1, 2019: Employee will pay 70% of the premium increase over the 2018 rate.
- January 1, 2020: Employee will pay 85% of the premium increase over the 2019 rate.
- January 1, 2021: Employee will pay 100% of the premium increase over the 2020 rate.

The employee rate for the Company's lowest deductible HSA eligible plan in 2019 and 2020 shall be the lower of 30% of the premium cost share or the standard company cost share. The employee rate for the Company's lowest deductible HSA eligible plan in 2021 shall be the lower of 35% of the premium cost share or the standard Company cost share. Rates for the remaining plans and years shall be the standard Company rates.

**23.5** Company HSA contributions shall be the same as the standard Company contribution each year, except the following:

**23.5.1** All employees that were on the PPO in 2018 and select an HSA eligible plan in 2019, 2020 or 2021 shall be eligible for an additional one-time lump sum \$500 HSA Company contribution paid as soon as administratively practical after commencement of the plan year. Employees are eligible for only one additional contribution.

**23.5.2** Employees hired onto the C-3 wage schedule that select an HSA eligible plan shall receive a one-time lump sum \$500 Company HSA contribution in addition to the standard Company contribution. Such \$500 HSA contribution shall be paid as soon as administratively practical after commencement of the employee's plan.

**23.5.3** Employees are not eligible for \$500 HSA contribution under both 23.5.1 and 23.5.2.

**23.5.4** All HSA contributions not set forth in 23.5.1 and 23.5.2 will be paid by the Company on the same schedule as paid to nonbargaining employees.

**23.6** All employees shall be subject to the same biometric screening, health assessments, surcharges, and wellness requirements as nonbargaining employees.

**23.7 The Company will offer at least one HSA eligible plan employee-only deductible of less than \$1,900 annually unless prevented by law.**

**ARTICLE 24**  
**PREMIUMS AND DIFFERENTIALS**

24.1 When an employee is assigned work in an in-charge capacity for one (1) hour or more, the Company shall pay a differential of 5% of their regularly hourly rate whenever an employee is specifically appointed in-charge for supervisory purposes or as a temporary replacement of a management employee. The decision to make or not make such appointment rests solely with management's discretion.

24.2 All regular scheduled hours worked between 9:00 p.m. and 6:00 a.m. shall carry a premium of 5% of their regularly hourly rate.

24.3 The differentials and premiums provided for in this article shall not be included when computing overtime or premium time.

**ARTICLE 25**  
**CONCESSION RATE SERVICE**

25.1 Concession rate telephone service shall be provided for employees **hired on or before May 12, 2012**. See Memorandum of Agreement on Concession Services for further details. **Employees hired after May 12, 2012 will be eligible for the Company employee discount. Employees hired on or before May 12, 2012 may choose between the current contract and the Company employee discount.**

**ARTICLE 26**  
**COMPENSATED AVAILABILITY**

In selected classifications and locations where business needs exist, employees may be assigned for "Compensated Availability."

26.1 "Compensated Availability" shall first be offered on a voluntary basis. In the absence of qualified volunteers, management will rotate Compensated Availability among the qualified employees in inverse order of seniority per calendar year. If two (2) or more qualified employees volunteer, such Compensated Availability shall be rotated among the qualified volunteers. Except for unforeseen circumstances or service emergencies, the Company will provide such employees a two (2) week notice of the assignment.

26.2 A "Compensated Availability" schedule will be posted in each affected work group.

26.3 If "Compensated Availability" assignments conflict with the employee's personal calendar, he or she will be afforded the opportunity to trade days or weeks with another

employee, subject to supervisory approval. Solicitation of the trade will be the responsibility of the employee and is subject to supervisory review and approval.

26.4 New employees who have completed their probationary period will be incorporated in the schedule at the end of the current rotation.

26.5 It is not the intent of this Agreement to circumvent vacation or holiday scheduling, payment, premiums, or overtime provisions.

26.6 Compensation shall be 1.50 hour's pay per day for scheduled workdays. For nonscheduled workdays, the compensation shall be at the rate of 2.25 hours pay per day. Compensation for holidays (or days in lieu of holidays) shall be at the rate of 2.75 hours pay per day. A day for the purposes of application of this section is defined as 12:00 midnight to 12:00 midnight.

26.7 Employees will provide a home telephone number (if they have one) and will carry with them and answer the wireless device provided by the Company. Employees will be required to respond immediately when they are contacted. Employees on "Compensated Availability" must remain "fit-to-work" while they are assigned to "Compensated Availability."

26.8 If work is performed, the employee shall receive the applicable minimum overtime payment for the first "call-out" each day, in addition to the "Compensated Availability" for the daily and/or weekly assignments. Compensation beyond the first "call-out" each day will be for actual hours worked.

26.9 This practice does not supersede normal call-out procedures if additional employees are required to work.

26.10 Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.

26.11 When assigned "Compensated Availability", the employee may be granted permission, where practical, to take a Company vehicle home. The employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood that the vehicle and tools are not available for personal use.

26.12 For employees who are permitted to take the vehicle home and who report directly to the job site, travel time to the first assignment and from the last assignment is not paid time and employee travel time will not exceed thirty (30) minutes.

## **Schedule A**

### **Wage Schedule C-1**

Business Systems Technician  
Building Services Technician  
Switching Systems Installer  
Building Services Specialist  
Network Technician

		<b>Current</b>		<b>Effective 5/13/2018</b>		<b>Effective 5/13/2019</b>		<b>Effective 5/13/2020</b>
<b>Start</b>	<b>\$</b>	<b>19.20</b>	<b>\$</b>	<b>19.58</b>	<b>\$</b>	<b>19.97</b>	<b>\$</b>	<b>20.37</b>
<b>6 Months</b>	<b>\$</b>	<b>20.35</b>	<b>\$</b>	<b>20.76</b>	<b>\$</b>	<b>21.18</b>	<b>\$</b>	<b>21.60</b>
<b>12 Months</b>	<b>\$</b>	<b>22.87</b>	<b>\$</b>	<b>23.33</b>	<b>\$</b>	<b>23.80</b>	<b>\$</b>	<b>24.28</b>
<b>24 Months</b>	<b>\$</b>	<b>25.38</b>	<b>\$</b>	<b>25.89</b>	<b>\$</b>	<b>26.41</b>	<b>\$</b>	<b>26.94</b>
<b>36 Months</b>	<b>\$</b>	<b>27.90</b>	<b>\$</b>	<b>28.46</b>	<b>\$</b>	<b>29.03</b>	<b>\$</b>	<b>29.61</b>
<b>48 Months</b>	<b>\$</b>	<b>30.40</b>	<b>\$</b>	<b>31.01</b>	<b>\$</b>	<b>31.63</b>	<b>\$</b>	<b>32.26</b>
<b>60 Months</b>	<b>\$</b>	<b>32.92</b>	<b>\$</b>	<b>33.58</b>	<b>\$</b>	<b>34.25</b>	<b>\$</b>	<b>34.94</b>

## **Schedule A**

### **Wage Schedule C-2**

#### **Cable Splicer Customer Service Technician**

		<b>Current</b>		<b>Effective 5/13/2018</b>		<b>Effective 5/13/2019</b>		<b>Effective 5/13/2020</b>
<b>Start</b>	<b>\$</b>	<b>18.45</b>	<b>\$</b>	<b>18.82</b>	<b>\$</b>	<b>19.20</b>	<b>\$</b>	<b>19.58</b>
<b>6 Months</b>	<b>\$</b>	<b>19.56</b>	<b>\$</b>	<b>19.95</b>	<b>\$</b>	<b>20.35</b>	<b>\$</b>	<b>20.76</b>
<b>12 Months</b>	<b>\$</b>	<b>22.03</b>	<b>\$</b>	<b>22.47</b>	<b>\$</b>	<b>22.92</b>	<b>\$</b>	<b>23.38</b>
<b>24 Months</b>	<b>\$</b>	<b>24.47</b>	<b>\$</b>	<b>24.96</b>	<b>\$</b>	<b>25.46</b>	<b>\$</b>	<b>25.97</b>
<b>36 Months</b>	<b>\$</b>	<b>26.92</b>	<b>\$</b>	<b>27.46</b>	<b>\$</b>	<b>28.01</b>	<b>\$</b>	<b>28.57</b>
<b>48 Months</b>	<b>\$</b>	<b>29.37</b>	<b>\$</b>	<b>29.96</b>	<b>\$</b>	<b>30.56</b>	<b>\$</b>	<b>31.17</b>
<b>60 Months</b>	<b>\$</b>	<b>31.81</b>	<b>\$</b>	<b>32.45</b>	<b>\$</b>	<b>33.10</b>	<b>\$</b>	<b>33.76</b>

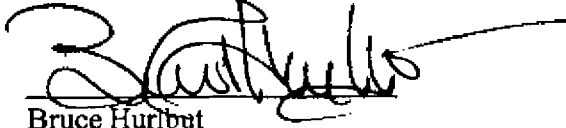
### **Wage Schedule C-3**

#### **Customer Service Technician Hired into Jobs Posted after May 12, 2018**

	<b>5/13/2018</b>	<b>5/13/2019</b>	<b>5/13/2020</b>
<b>Start</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
<b>12 Months</b>	<b>18.25</b>	<b>18.25</b>	<b>18.50</b>
<b>24 Months</b>	<b>20.50</b>	<b>20.50</b>	<b>21.00</b>
<b>36 Months</b>	<b>22.76</b>	<b>22.75</b>	<b>23.50</b>
<b>48 Months</b>	<b>25.00</b>	<b>25.00</b>	<b>26.00</b>

IN WITNESS WHEREOF, this Agreement is made and entered into the 13<sup>th</sup> day of May 2018, by and between Windstream Iowa Communications, LLC (formerly Iowa Telecommunications Services, Inc.), and the Communications Workers of America.

**Windstream Iowa Communications, LLC**

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

Bruce Hurlbut  
Director Labor Relations

**Communications Workers of America**

A handwritten signature in black ink, appearing to read "Mary Kay Pence", written over a horizontal line.

Mary Kay Pence  
CWA Representative

**MEMORANDUM OF AGREEMENT  
SCHEDULE A  
WAGE SCHEDULE C-3**

**WINDSTREAM IOWA COMMUNICATIONS, LLC  
AND COMMUNICATIONS WORKERS OF AMERICA**

For the term of this agreement the Company has the option to hire new customer service technicians onto either wage schedule C-2 or C-3 due to applicants prior experience or market conditions. Skilled applicants may be offered higher than the listed start rate on either scale. Only applicants for jobs posted after 5/12/2018 are eligible for the C-3 schedule. Employees hired onto the C-3 wage schedule wage shall receive a one-time five-hundred-dollar (\$500) Company contribution into their HAS account when they select a Windstream High Deductible insurance plan. The \$500 one-time contribution is in addition to the negotiated contribution payable to all employees under this agreement. There can be no more than fifty percent (50%) of the CST workforce on the C-3 wage schedules.

	5/13/2018	5/13/2019	5/13/2020
Start	16.00	16.00	16.00
12 Months	18.25	18.25	18.50
24 Months	20.50	20.50	21.00
36 Months	22.76	22.75	23.50
48 Months	25.00	25.00	26.00

If no successor memorandum is negotiated in 2021 any employee currently on the C-3 wage schedule will be placed on the C-2 wage schedule at the step closest and above their current rate of pay.

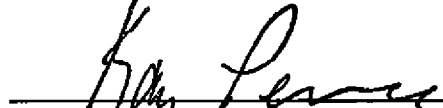
Windstream Iowa Communications, LLC



Bruce Hurlbut  
Director of Labor Relations

Date: 7/30/18

Communications Workers of America



CWA Representative

Date: 6-29-18



**EXHIBIT A**

**EMPLOYEES ELIGIBLE FOR THE DEFINED BENEFIT PENSION  
PER ARTICLE 22**

<b><u>First</u></b>	<b><u>MI</u></b>	<b><u>Last</u></b>
Edward	L	Conrad
Timothy	A	Ebel
Mark	D	Garrett
Timothy	N	Glandon
Larry	D	Goering
Stanley	E	Graff
Sherry	E	Greene
Steven	M	Greenway
Cary	J	Hocker
Brenda	I	Parcell
Jeffrey	D	Scarborough
Lorrie	L	Stringham
Jeffrey	D	Walton
Wayne	F	Wessels



**MEMORANDUM OF AGREEMENT**

**ASSIGNMENT OF WORK ACROSS UNION JURISDICTIONAL BOUNDARIES**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

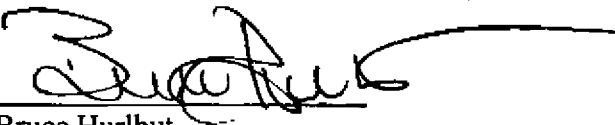
**AND COMMUNICATIONS WORKERS OF AMERICA**

The parties to this Agreement recognize that the close proximity of CWA and IBEW bargaining unit boundaries will give rise to occurrences of assignments of work across boundaries. In order to treat employees of the bargaining units equitably and to define the rules which apply to such assignments of work, the parties agree that:

1. When bargaining unit employees are assigned work within the jurisdiction of a different local union in which there exists a higher rate of pay for the same work, a wage differential will be paid. The wage differential shall apply for the entire time of the assignment. Employees in the progression steps shall receive the next higher wage rate that appears on the higher wage schedule. Employees at the top rate of the wage schedule will receive the top rate of pay on the higher schedule.
2. The Company shall have the right to assign bargaining unit work to employees of another bargaining unit, provided such assignments do not cause layoffs or reduce to part-time any CWA bargaining unit employee in the corresponding job classification, or hinder the filling of any full-time vacancy of any bargaining unit employee in the corresponding job classification.
3. Nothing in this Agreement shall be construed or applied to limit the right of the Company to assign all necessary resources in response to emergency situations, such as, natural disasters, fires, explosions, or other occurrences having extraordinary impact on customer service.

This Memorandum of Agreement becomes effective May 13, 2012 and remains in effect for the term of the Collective Bargaining Agreement between the parties.

**Windstream Iowa Communications, LLC**



Bruce Hurlbut  
Director of Labor Relations

Date: July 24, 2018

**Communications Workers of America**



Mary Kay Pence  
CWA Representative

Date: 6-29-18

**MEMORANDUM OF AGREEMENT**

**CONCESSION SERVICES**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**


**Employees hired on or before May 13, 2012 may choose the following concession or the Company employee discount. Employees hired after May 13, 2012, will be eligible for only the Company employee discount.**

The Company has agreed to amend the concession rate telephone service in Article 25 of the contract to include the following:


1. Windstream local telephone service at 100% if over twenty (20) years of service, 50% if you have less than twenty (20) years of service.
2. Extended Area Service at 100% if over twenty (20) years of service, 50% if you have less than twenty (20) years of service.
3. 250 Minute Block of Time Long Distance Plan at 100% if over twenty (20) years of service, 50% if you have less than twenty (20) years of service.
4. Free Dial-Up Internet service.
5. **Free DSL up to 25 mbps speed (speed and IP access). An employee requesting additional speed will pay the additional cost.**
6. Verticals to consist of (Call Waiting, Call Forwarding, 3-Way Call, Speed Call 8), Caller ID, and Voice Mail where available.

These concession services are only available in exchanges where Windstream Iowa Communications, Inc. provides the service. Data services will not be afforded to retirees. Retirees will continue to receive concessions on their one residential line.

**Windstream Iowa Communications, LLC**

  
Bruce Hurlbut  
Director of Labor Relations

**Communications Workers of America**

  
Mary Kay Pence  
CWA Representative

Date: July 24, 2018

Date: 6-29-18

**MEMORANDUM OF AGREEMENT**

**DIRECT DEPOSIT**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**


Communications Workers of America (CWA) and the Company agree to the provisions concerning Direct Deposit set forth in this Memorandum of Agreement.

Windstream Iowa Communications, Inc. encourages and offers the option for employees to participate in the payroll Direct Deposit Program. For those employees not participating in direct deposit and if the employee does not receive their paycheck, the following process can be utilized:

1. An employee who does not receive their payroll check by the pay date must wait ten (10) calendar days from pay day before requesting a replacement check at no cost to the employee.
2. If a replacement is issued before ten (10) calendar days, a \$30 fee will be assessed to cover the stop payment and reissue cost.
3. This amount will be deducted from the replacement check before it is mailed to the employee.
4. **Effective 1/1/2020 all employees will receive paycheck by direct deposit.**

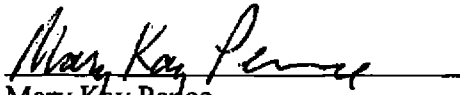
The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement is effective on May 13, 2012 and shall expire on May 12, 2021 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**Windstream Iowa Communications, LLC.**

  
Bruce Hurlbut  
Director of Labor Relations

Date: July 24, 2018

**Communications Workers of America**

  
Mary Kay Perce  
CWA Representative

Date: 6-29-18

## **MEMORANDUM OF AGREEMENT**

### **DRUG AND ALCOHOL POLICY**

#### **WINDSTREAM IOWA COMMUNICATIONS, INC.** **AND COMMUNICATIONS WORKERS OF AMERICA**

Windstream seeks to establish and maintain a work environment that is free from the effects of alcohol and improper drug use. "Improper drug use" includes the use of (i) any drug or substance that is illegal under federal, state, or local laws, (ii) any drug not prescribed by a licensed physician for the current treatment of the employee, or (iii) any legal drug or substance in quantities or any other manner that would or would be likely to adversely affect the ability of the employee to report to work on time and in a mental and physical condition conducive to the competent performance of his or her duties. Any improper drug use and/or the use of alcohol by an employee, whether off the job or on-the-job, can adversely affect the work place and our ability to accomplish our goal of a work environment free of influence from alcohol or improper drug use.

Windstream's policy is:

1. Improper drug use is prohibited.
2. Use of alcohol on Company property and/or during work hours is prohibited.
3. Use of alcohol which impacts on the employee during work hours and/or while on Company property is prohibited.
4. Employees may be subject to probable cause testing:
  - a. Should they report to work exhibiting an unsteady gait, slurred speech, or disorientated behavior;
  - b. Should they discuss or offer an illegal drug or alcohol to a coworker;
  - c. In the case of an eyewitness report of usage or the presence of a strong odor associated with that of a drug or alcohol.
5. Information regarding testing procedures may be obtained from the third-party vendor who administers this program. This information includes the testing methods and collection procedures, the substances that may be tested (including the brand/common name and the chemical name) and the ability to explain test results in confidence. Employees may appeal the results of the test by contacting the Employee Relations department. Refusal to submit to probable cause testing and/or failure to comply with testing procedures in the time frame specified by the company will result in immediate termination of employment.

6. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on Windstream premises or while conducting Windstream business at customer or prospective locations or otherwise off Windstream premises or during working hours (including breaks) is absolutely prohibited. Violations of this policy may result in disciplinary action up to and including termination and may have legal consequences.
7. Any employee who participates in improper drug use while off the job may also be subject to disciplinary action up to and including discharge if he or she reports to work in a mental or physical condition not conducive to the competent performance of his or her duties. Additionally, if (in the judgment of Windstream) that improper drug use or the result of that improper drug use is likely to undermine public confidence in Windstream, subject Windstream to public criticism, or interfere with the employee's ability to continue an efficient and productive relationship with other employees, Windstream customers, prospects, or others with whom Windstream employees typically deal, the employee may be subject to disciplinary action up to and including possible termination.
8. Employees must, as a condition of employment, abide by the terms of this policy. A drug test may be required for any employee who is involved in any accident that results in a fatality, serious injury, ambulance ride, or any vehicle being towed from the scene of the accident.

This Memorandum of Agreement is effective on May 13, 2012 and shall expire on May 12, 2021. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on May 12, 2021, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.


**Windstream Iowa Communications, LLC**

  
Bruce Hurlbut  
Director of Labor Relations

Date:

July 24, 2018

**Communications Workers of America**

  
Mary Kay Pende  
CWA Representative

Date:

6-29-18

**MEMORANDUM OF AGREEMENT**

**EDUCATION REIMBURSEMENT**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**

All regular full-time and part-time employees scheduled to work more than 20 hours per week are eligible for education assistance, limited to the following terms:

1. \$4,000 limit per calendar year per employee for tuition and fees associated with job related courses or non-job-related courses that are part of a degree program utilized by Windstream. Any employee who successfully passes a course that is directly related to a Company product or service will be eligible for up to an additional \$1,000 reimbursement benefit (over and above the \$4,000 maximum). Employees will be eligible for benefits as outlined in the Windstream Plan provisions.
2. Employees must have a minimum of twelve (12) months of service. Employee must be employed at time of reimbursement. Employee must receive a "C" or above to receive credit. If grades are not used, the employee must receive a certificate of satisfactorily completing the course.
3. Prior approval must be achieved from your local manager and Human Resources.
4. Course must be taken on employee's own time, and must not interfere with job accountabilities.
5. In some cases, the IRS may consider the reimbursement as taxable income. In these cases, the amount of reimbursement will be added to your W-2 statement at the end of the year.

The Company reserves the right to cancel this MOA during the contract with thirty (30) day written notice to CWA Representatives. The Company will pay for all education expense for employees who are taking classes during the semester of cancellation.

**Windstream Iowa Communications, LLC**



Bruce Hurlbut  
Director of Labor Relations

**Communications Workers of America**



Mary Kay Pence  
CWA Representative

Date: July 24, 2018

Date: 6-29-18

## **MEMORANDUM OF AGREEMENT**

### **GRIEVANCE MEDIATION**

#### **WINDSTREAM IOWA COMMUNICATIONS, INC.**

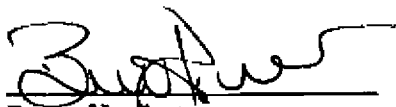
#### **AND COMMUNICATIONS WORKERS OF AMERICA**

The Company and the Union agree to establish Grievance Mediation, in lieu of the step between 2<sup>nd</sup> level and arbitration as described in contract Article 9, Paragraph 9.1.

1. The mediation procedures herein will only apply to disciplinary action - suspensions of one (1) day or more and discharges - which are specifically subject to arbitration under the primary agreement.
2. After the filing of the request for arbitration, under Article 9, the parties may agree to use this mediation process.
3. The parties will proceed to select a mediator and establish a mediation conference at the earliest date feasible to all concerned.
4. The mediation conference will be held in a mutually agreed to location.
5. Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either party, another mediator may be selected or the mediation process may be bypassed and the grievance pursued to arbitration.
6. Each party shall have one principal spokesperson at the mediation. An attorney will not be used by either party at the mediation conference.
7. The mediation conference will normally be attended by the grievant, the Local President, and those people actually involved in the mediation conference. The number of employees who shall suffer no loss in pay under Article 8, Paragraph 8.8, of the contract shall be no more than three (3). Should additional employees be necessary for the complete discovery of facts at the conference, the parties will agree in advance on the number of additional employees who will attend the conference and suffer no loss in pay.
8. Any written material that is presented to the mediator or to any other party shall be returned to the party presenting the material at the termination of the mediation conference.
9. Proceedings before the mediator shall be informal in nature. Normally the evidence presented would be that discussed during the grievance procedure. The rules of evidence shall not apply and no record of the mediation conference shall be made.
10. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

11. The Company and the Union spokespersons may accept or reject the resolution proposed by the mediator and such settlement or any other settlement agreement resulting from the conference shall not be precedent setting, unless both parties agree.
12. If no settlement is reached, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided.
13. If no settlement is reached at mediation, the parties are free to arbitrate. The time limit for initiating arbitration proceedings as specified in Article 9 will not be extended due to the request for or actual mediation of the same grievance.
14. In the event that a grievance, which has been mediated subsequently, is arbitrated, no person serving as a mediator between these parties may serve as arbitrator for the same grievance. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no reference to or use made of any statements, oral or written, or of things done at the mediation conference.
15. The fees and expenses of the mediator shall be shared equally by the parties.

**Windstream Iowa Communications, LLC.**



Bruce Hurlbut  
Director of Labor Relations

**Communications Workers of America**



Mary Kay Perce  
CWA Representative

Date: July 24, 2018

Date: 6-29-18

**MEMORANDUM OF AGREEMENT**

**RETIREE MEDICAL INSURANCE**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**

Windstream Iowa Communications, Inc. (hereinafter referred to as the Company) and the Communications Workers of America (hereinafter referred to as the Union) hereby mutually agree to provide for payments toward the cost of "Retiree Medical Benefits" for eligible retired employees who have retired from Iowa Telecom, or Windstream Iowa Communications, Inc.

**Eligibility Provisions:**

The only persons eligible for payment (during the Benefit Period set forth below) of a subsidy toward the cost of retiree medical benefits which they purchase are:

- (a) Former employees who retired prior to March 9, 2007 and who are presently covered.
- (b) Former employees who retired after March 9, 2007 and before May 13, 2015 and who are presently covered and/or were on Wage Schedule B at the time of retirement.
- (c) Spouses of retirees referenced above.

**Benefit Period:**

The benefits provided in this MOA are for retirees and/or their spouses when they, respectively, are between the ages of 60 and 65. However, upon the death of a retiree, all benefits to his/her spouse cease, regardless of the surviving spouse's age at the time of the retiree's death.

**Terms and Conditions:**

The Company's annual contribution toward retiree medical benefits shall be as follows:

All Retirees Before March 9, 2007	Company Fixed Annual Contribution
Retiree Only	\$5,000
Retiree, Plus Dependent	\$9,000


All Eligible Retirees After March 9, 2007 and Consistent With Eligibility Provisions	Company Fixed Annual Contribution
Retiree Only	\$3,000
Retiree, Plus Dependent	\$6,000

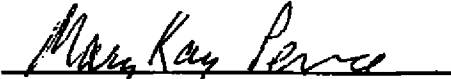
No other employee, former employee, or spouse is entitled to a retiree medical benefit.

The retiree's annual contribution toward retiree medical benefits shall be the difference between the Company's contribution and the gross premium for the coverage provided. For purposes of 2015, 2016, 2017, and 2018, that gross premium and the benefit plans to be made available shall be determined, annually, by the Company. Those plans shall be the same as the Plans made available by Windstream to the other early retirees (pre age 65), and the gross premium shall be determined by pooling those retirees covered by this MOA with other (non-bargaining) Windstream early retirees (pre age 65).

The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement is effective on May 13, 2015 and shall expire on May 12, 2021, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

**Windstream Iowa Communications, LLC Communications Workers of America**

  
\_\_\_\_\_  
Bruce Hukbut  
Director of Labor Relations

  
\_\_\_\_\_  
Mary Kay Penoe  
CWA Representative

Date: July 24, 2018

Date: 6-29-18

## **MEMORANDUM OF AGREEMENT**

### **STANDARD BUSINESS ATTIRE**

#### **WINDSTREAM IOWA COMMUNICATIONS, INC.**

#### **AND COMMUNICATIONS WORKERS OF AMERICA**

The Company and the Communications Workers of America (CWA) recognize the necessity to enhance and promote a professional businesslike image in the highly competitive telecommunications work place. Therefore, Standard Business Attire is being implemented on a mandatory basis for employees in classifications with face-to-face customer contact. The Company shall provide an annual stipend of \$175 per year for the purchase of standard business attire from to the Company's provider. **The Company shall provide to new employees, in their first year of employment only, a \$250 stipend instead of \$175. Unused annual stipend will carry over year to year.**

**For new employees, in the first year of employment, the Company will supply, at no cost to the employee, two of the following items at the new employee's option: winter jacket, winter coat, winter bib coveralls, or winter coverall.**

**For purposes of this MOA, new employees are employees that have been hired into the bargaining unit within the previous year and have not received a stipend or winter attire under this agreement.**

Classifications:

- Business Systems Technician, Network Technician, Switching Systems Installer, Customer Service Technician, Cable Splicer, Building Services Technician, Building Services Specialist

Labor management committee will resolve the following issues which include, but not limited to, the following: (1) Annual stipend of \$175 to provide necessary shirts, (2) Vendor to supply shirts for target employees; (3) Streamline administration process for ordering apparel and dissemination of clothing. Must keep it simple. (4) Develop clothing guidelines for technicians to follow while on duty. (5) Develop guidelines to follow that deal with non-conformance. (6) Develop a good communication plan that makes this seamless to the organization. (7) Develop measures for success to provide the Company with feedback to determine if the program is meeting its objectives. (8) Determine how to handle apparel lettering that maintains a professional image.

- The Company may modify the features of this plan at any time, provided the costs of any changes are not borne by the employee. These modifications could include, but are not limited to, changing from annual stipend to Company provided or rental, style of shirt,

color of shirts, vendors utilized, etc. The provisions of this Memorandum of Agreement have been entered into in good faith, and it is not the Company's intent to arbitrarily modify or eliminate any features of the plan during the term of this Memorandum of Understanding.

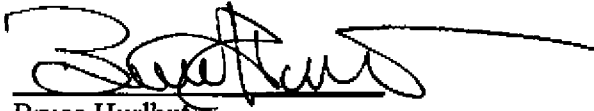
The Company will discuss any further modifications to the plan with the Unions prior to implementation.

It is further the intent of this Memorandum of Agreement that all employees will exercise good judgment and common sense in projecting the proper professional image appropriate for their assignment and be neat, clean, and well groomed.

The Company may terminate this Memorandum of Agreement with 30 days' notice to the Union should it decide to no longer require business attire be worn by employees in the above referenced job classifications. Otherwise, the parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall not survive the expiration of the contract, unless agreed to by the parties in writing.

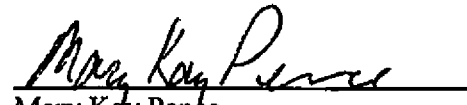
This Memorandum of Agreement applies to **Windstream Iowa Communications, LLC** Union employees of the CWA.

**Windstream Iowa Communications, LLC**

  
Bruce Hurlbut  
Director of Labor Relations

Date: July 24, 2018

**Communications Workers of America**

  
Mary Kay Pence  
CWA Representative

Date: 6-29-18

**MEMORANDUM OF AGREEMENT**

**USE OF CONTRACTORS AND SEASONAL LEAVE**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**

For a period of time to coincide with the term of the Agreement, both parties agree that the Company will not contract out any work covered by this Agreement if, as result thereof, it would become necessary to lay off or reduce to part time any employee within the specific job classification of the work actively being out-sourced. **Except for emergencies or natural disasters, the number of contractors primarily performing CST work will not exceed 15% of the CST workforce. Furthermore, up to four contractors covering for employees on disability or leave of absence shall not be included in the 15%. Demand work is not considered an emergency.**

In the event a seasonal layoff (less than ninety (90) days) would be deployed, the Company agrees to provide medical coverage at the same rates prescribed in the contract and maintain their seniority status. Employees on seasonal leave will be required to use their vacation per the following schedule before they become eligible for unemployment compensation. Company will provide Union with thirty (30) day notice before invoking seasonal leave.

<u>Vacation Eligibility</u>	<u>Vacation Required for Seasonal Leave</u>	<u>Vacation Protection</u>
5 Weeks	2 Weeks	3 Weeks
4 Weeks	2 Weeks	2 Weeks
3 Weeks	1 Week	2 Weeks
2 Weeks	1 Week	1 Week
1 Week	1 Week	0 Weeks

**Windstream Iowa Communications, LLC**



Bruce Hurlbut  
Director of Labor Relations

**Communications Workers of America**



Mary Kay Pence  
CWA Representative

Date: July 24 2018

Date: 6-29-18

**MEMORANDUM OF AGREEMENT**

**WINTER STORM GUIDELINES (HOURLY EMPLOYEES)**

**WINDSTREAM IOWA COMMUNICATIONS, INC.**

**AND COMMUNICATIONS WORKERS OF AMERICA**

The purpose of this Memorandum of Agreement is to provide clarification of the Company's policy regarding winter storms. It is Company policy to keep our offices and reporting locations open during a winter storm. The Company expects its employees to report to work during periods of inclement weather. It is the employee's responsibility to allow for delays and leave for work early if necessary. Employees who report for work will be paid for the hours worked.

When weather conditions cause roads to be closed and employees are unable to report to work, the employee may elect one of the following options for the day: (1) absent excused not paid, (2) an unused personal day, or (3) an unused vacation day.

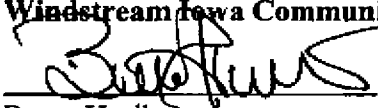
There will also be occasions when a storm develops and/or intensifies during the day. In the event the Company makes the decision to close the office and/or send employees home as a result of weather conditions or the employee requests to leave prior to the end of their shift, they will only be compensated if all the following conditions are met:

- A. The employee received prior approval from his or her supervisor.
- B. The employee's absence does not affect customer service.
- C. The employee has unused vacation or personal holidays or arranges for make-up time, with supervisor approval, if work is available.

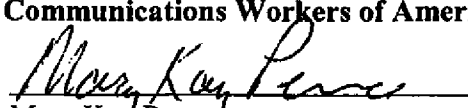
If employees are allowed to make up hours, they must be worked during the same calendar week.

Due to the nature of their jobs, some employees will not be eligible to leave work regardless of weather conditions. Such employees shall be advised of their status in advance, so there is no misunderstanding during the rare instances where extreme weather causes the Company to allow other employees to leave early. The Company will provide board and lodging, and a means of transportation to and from work and the boarding location for these employees.

**Windstream Iowa Communications, LLC**

  
Bruce Hurlbut  
Director of Labor Relations

**Communications Workers of America**

  
Mary Kay Pence  
CWA Representative

Date:

July 24, 2018

Date:

6-29-18

May 13, 2012



Ms. Mary Kay Pence  
CWA Representative  
6200 Aurora Ave, Suite 503E  
Urbandale, Iowa 50322

RE: LETTER OF UNDERSTANDING – INVESTIGATORY MEETINGS

Dear Kay:

Per your request and in concurrence with what we believe labor law requires, we will continue to do the following:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine J. Warn".

Katherine J. Warn

KJW:emk

CENTRAL FORCE  
REDUCTION AREA

Atalissa  
Baxter  
Belle Plaine  
Bellevue  
Bennett  
Cambridge  
Charlotte  
Chelsea  
Collins  
Conroy  
Delmar  
DeWitt  
Durant  
Elkhart  
Garwin  
Grinnell (FAC/DAC)

LeClaire  
LeGrand  
Lisbon  
Low Moor  
Lowden  
Madrid  
Marengo  
Maxwell  
McCallsburg  
Melbourne  
Mingo  
Montour  
Moscow  
Nevada  
Newton  
Oxford

Oxford Junction  
Randall  
Rhodes  
Rochester  
Roland  
Sabula  
Slater  
Solon  
Stanwood  
State Center  
Story City  
Tiffin  
Tipton  
Toledo  
Williamsburg

NORTHEAST FORCE  
REDUCTION AREA

Alden, IA  
Alpha  
Alta Vista  
Aplington  
Brandon  
Buckeye  
Central City  
Conrad  
Cresco  
Delhi  
Dows  
Eldora  
Elma  
Fairbank  
Fayette  
Forest City

Fredricksburg  
Gladbrook  
Greeley  
Greene  
Grundy Center  
Hazelton  
Hopkinton  
Janesville  
Lamont  
Lawler  
Lime Springs  
Manchester  
Marble Rock  
Maynard  
New Hampton  
Protivin

Randalia  
Reinbeck  
Rowley  
Ryan  
Stacyville  
Steamboat Rock  
St. Ansgar  
St. Lucas  
Sumner  
Traer  
Troy Mills  
Walker  
Waucoma  
Wellsburg

NORTHWEST FORCE  
REDUCTION AREA

Adair  
Albert City  
Armstrong  
Auburn  
Audubon  
Avoca  
Bagley  
Bayard  
Blencoe  
Bouton  
Coon Rapids  
Cylinder  
Dedham  
DeSoto  
Dexter  
Dolliver  
Dunlap  
Emmetsburg  
Exira  
Fonda  
Glidden  
Grand Junction  
Guthrie Center  
Halbur

Harlan  
Harris  
Hartley  
Jamaica  
Jolley  
Lake City  
Lake View  
Lanesboro  
Ledyard  
Linden  
Linn Grove  
Little Sioux  
Logan  
Lohrville  
Lytton  
Magnolia  
Mallard  
Manning  
Manson  
Marathon  
May City  
Melvin  
Minden  
Modale

Mondamin  
Newell  
Ocheyedan  
Panama  
Paullina  
Persia  
Peterson  
Pisgah  
Pomeroy  
Portsmouth  
Primghar  
Ralston  
Redfield  
Rembrandt  
Ricketts  
Rippey  
Rockwell City  
Rolfe  
Schleswig  
Shelby  
Swea City  
Ute  
Vail  
Woodbine

SOUTHEAST FORCE  
REDUCTION AREA

Agency  
Ainsworth  
Argyle  
Athens, MO  
Bladensburg  
Brighton  
Columbus Junction  
Conesville  
Crawfordsville  
Delta  
Denmark  
Donnellson  
Douds  
Eldon

Fairfield  
Farmington  
Farson  
Fremont  
Grandview  
Harper  
Hedrick  
Hillsboro  
Houghton  
Keota  
Letts  
Libertyville  
Lockridge  
Lone Tree

Martinsburg  
Milton  
Montrose  
Mt. Pleasant  
Mt. Union  
New London  
Nichols  
Oakville  
Olds  
Ollie  
Packwood  
Primrose  
Richland  
Riverside

Salem  
Sigourney  
Wapello

Washington  
West Chester  
West Point

What Cheer  
Winfield

SOUTHWEST FORCE  
REDUCTION AREA

Afton  
Albia  
Arispe  
Attica  
Benton  
Blakesburg  
Braddyville  
Bridgewater  
Bussey  
Centerville  
Chariton  
Chillicothe  
Cincinnati  
Clarinda  
Clearfield  
College Springs  
Diagonal  
Eddyville  
Fontanelle  
Gravity  
Greenfield

Humeston  
Kellerton  
Knoxville  
Lacona  
Leighton  
Liberty Center  
Lovilia  
Lucas  
Macksburg  
Martensdale  
Melcher  
Melrose  
Milo  
Monroe  
Moravia  
Mt. Ayr  
Mystic  
New Sharon  
New Virginia  
Osceola  
Otley

Pella  
Peoria  
Percival  
Peru  
Plano  
Pleasantville  
Promise City  
Randolph  
Redding  
Riverton  
Russell  
Seymour  
Shannon City  
Sidney  
Tabor  
Thurman  
Tingley  
Tracy  
Unionville  
Williamson  
Woodburn

Soc. Sec. No. \_\_\_\_\_ Print Your Name \_\_\_\_\_ (Last, First, Middle) \_\_\_\_\_

Work Location Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Authorization for Payroll Deduction of Union Dues Payable  
COMMUNICATIONS WORKERS OF AMERICA**

I hereby authorize \_\_\_\_\_ to deduct each month from my salary or wages, the amount equal to regular monthly Union dues as certified to the Company by the Secretary/Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership of the Union, nor is to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the company to the Secretary/Treasurer of the Communications Workers of America or their duly authorized agent. I authorize the Company to make such deduction in a subsequent payroll period. This authorization shall continue in effect until canceled by written notice signed by me and individually sent by certified or registered mail to the Company and to the Union (Local's Secretary/Treasurer).

Dated \_\_\_\_\_

CWA Local \_\_\_\_\_

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

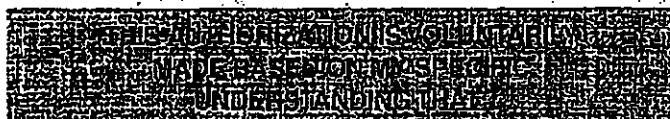
Signature \_\_\_\_\_

**Personal Email:** \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to Secretary/Treasurer CWA Local \_\_\_\_\_

PAYROLL NUMBER (IF REQUIRED)	SOCIAL SECURITY NUMBER	PRINT EMPLOYEE NAME
<b>PAYROLL AUTHORIZATION CARD</b>		<b>CWA-COPE POLITICAL CONTRIBUTIONS COMMITTEE</b> I hereby authorize my employer to deduct from my wages the sum of \$_____ each pay period and to remit such amount to the Communications Workers of America Committee on Political Education Political Contributions Committee. ("CWA-COPE PCC")



► The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.

FOLD HERE \_\_\_\_\_ FOLD HERE

- I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.
  - Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year.
  - Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.
- Check one: ☐ New Enrollment ☐ Change of Amount

EMPLOYEE SIGNATURE		DATE	LOCAL NUMBER	
EMAIL ADDRESS	STREET ADDRESS	CITY	STATE	ZIP
NAME OF EMPLOYER		OCCUPATION		

Authorized by the Communications Workers of America and the AFL-CIO on behalf of a joint fund-raising effort by CWA-COPE PCC and AFL-CIO COPE PCC.

