

**AGREEMENT**

**BETWEEN**

**WINDSTREAM NEBRASKA, INC. AND WINDSTREAM  
SYSTEMS OF THE MIDWEST, INC.**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**Effective**

**October 16, 2022 through October 15, 2025**

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WINDSTREAM NEBRASKA, INC. AND WINDSTREAM SYSTEMS  
OF THE MIDWEST, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA

WAGES AND WORKING CONDITIONS AGREEMENT

The Communications Workers of America, hereinafter referred to as the "Union", and Windstream Nebraska, Inc., and Windstream Systems of the Midwest, Inc., hereinafter referred to as the "Company", do hereby on the 16<sup>st</sup> day of **October 2022**, enter into the following Agreement. The Company and the Union recognize that it is in the interest of both parties and the employees that all dealings between them be characterized by mutual responsibilities and respect.

ARTICLE 1  
SCOPE

This Agreement, when executed by the Company and the Union, shall be binding upon the respective parties hereto, including members of the Union individually and collectively, whether now or hereafter members of the Union, and the bargaining unit for which the Union is acting.

ARTICLE 2  
RECOGNITION AND BARGAINING UNIT

Section 1. The Company hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to pay, wages, hours of employment and other conditions of employment for its employees working in job classifications set forth in Section 2 below, including employees of the Company who perform Installation, Maintenance, and Repair, but specifically excluding clerical employees and confidential, professional and supervisory employees as defined in the National Labor Relations Act, as amended. Employees in the above excluded occupations shall not normally perform the same time of work as the Installation, Maintenance, and Repair employees except under the following circumstances: a. To perform training and instruction, b. To determine the operating characteristics of the equipment or processes, c. Work during an emergency, d. Where employees do not have skills to perform the work, and e. To assure operational efficiency.

Section 2. Bargaining Unit. The bargaining unit as used in this Agreement will include the following job classifications:

<u>Job Classification</u>	<u>Wage Schedule</u>	<u>Pension Band</u>
Building Maintenance Mechanic	04	18
Utility Services Attendant	21	7
Cable Technician	04	18
Clerk	61	7
Construction Technician	04	18
Customer Service Technician	04	18
Frame Attendant	05	8
Materials Distribution Specialist	17	10
Retail Sales Consultant	06	11
Service Representative	55	9
Special Service Test Technician	04	18
Technician – Digital Services	04	18
Technician – Network Switching	04	18
Technician – Network Transport	04	18
Business Systems Technician I	02	16
Business Systems Technician II	01	19
Field Service Technician	010 See Appendix 2	N/A

Job Classification: One job classification shall be carried for each employee and that classification shall correspond to and be consistent with the work done by that employee during the greater part of his/her working time.

Certain job title classifications have been removed from Section 2 because such job title classifications are no longer populated. Should the Company subsequently employ persons in a job title appearing in Section 2 of the 2001 – 2010 Collective Bargaining Agreements, but removed from this Agreement, or subsequently employ persons to perform the functions previously performed by persons in the job classification removed, such persons shall be included within the bargaining unit.

Section 3. New Job Classifications. The Company reserves the right to establish new job titles and agrees to notify the Union promptly in writing of any new job title, which might properly be brought within the scope of this Agreement. If the parties agree to the inclusion of the new job title in this Agreement, the rate of pay therefore shall be subject to bargaining at the request of the Union if such request is made within thirty (30) days of the notification of the establishment of the new title. If an agreement is reached on a rate of pay different from the one established by the Company, the rate agreed upon shall be retroactive to the date on which the new title was established.

Section 4. Pension Calculations - See Appendix 3, which describes pension calculation. Full description of Pension Plan can be found in the Summary Plan Description.

Section 5: The Union recognizes remote technical assistance work is excluded from this Recognition clause, and further that the Company may use other employees of the Company (or its affiliates) or other external workers to perform such remote work.

### ARTICLE 3 DEFINITIONS

#### Section 1. Definitions Relating to Employees.

(a) The word "employee" or "employees" when used in this Agreement shall mean only those employees within the bargaining unit, unless the contrary expressly appears.

(b) Regular Employees are those engaged for the usual activities of the business and whose employment is reasonably expected to continue for more than six (6) months, although it may be terminated earlier by action on the part of the Company or the employee.

(c) Temporary Employees are those who are engaged for continuous work for periods not to exceed six (6) months when additional work of any nature requires a temporarily augmented force or when replacements are required for regular employees who are absent.

(d) Occasional Employees. This classification is applied to employees who place themselves at the call of the Company for occasional work in meeting unusual service demands, replacing absentees, and for such other purposes as may arise. It will not be used for persons who are employed on a part-time basis for a continuous period of time.

(e) Full-Time Employees are those employed for not less than the number of hours per week called for in the basic workweek. Included in the group of Full-Time employees are those employees working tours of duty involving reduced working hours without a reduction in their basic rate of pay.

(f) Part-Time Employees are those employed for a lesser number of hours per week than called for by the basic workweek.

(g) Probationary Employees. During the first six (6) consecutive months of employment with the Company, any employee shall be considered as being on probationary status. Probationary employees may be transferred, laid off, or discharged during such six (6) consecutive months without recourse to the arbitration procedure. There shall be no responsibility for re-employment of probationary employees if they are discharged or laid off during this period. Probationary employees shall not accumulate any seniority or benefits, other than health care **and paid bereavement leave**, during this time. After completion of the probationary period, the probationary employee will be eligible for benefits based on his/her original hire date.

(h) Seasonal Employees are employees who are scheduled forty (40) hours per week or less for a period of less than twelve (12) months to meet seasonal service requirements. When such requirements end, the employees shall be placed on seasonal leave without bumping rights and layoff allowance or may be laid off.



Section 2. Definitions Relating to Hours of Work and Pay.

(a) Calendar Week or Work Week is a consecutive period of seven (7) days beginning at 12:01 a.m. Sunday.

(b) Basic Work Week is a week consisting of the number of hours for which the employee's wage rate is quoted in this Agreement.

(c) Basic Rate is the rate of pay of an employee as provided in the wage schedule in this Agreement, including occupational wage differentials applicable. (In-charge differentials and special rates for work in higher classifications are considered to be occupational differentials but are not so included in determining shift differentials applicable nor in computing pay for unoccupied time.) The basic rate does not include any other differentials.

(d) Higher Job Classification. The determination of whether or not a job is in a higher classification shall be made on the basis of a comparison of the top rate for the classifications.

(e) Tour is the time scheduled for an employee to be on duty on any day and includes any relief period but excludes any scheduled meal period.

(f) Wage Service Date. The wage service date is the date of last employment unless adjusted for: (1) previous experience; (2) part-time employment; (3) promotions or transfers; (4) leaves of absence of more than thirty (30) days occurring since the date of last employment. (See also Article 17, Section 2).

(1) A new Wage Service Date shall normally be assigned whenever a wage increase of \$5.00 per week or more results from a promotion, transfer, or title change. The former Wage Service Date shall be retained if a wage increase of less than \$5.00 per week results from a promotion, transfer, or title change. Whenever an employee is promoted or transferred who had attained the maximum rate for his/her former classification, a new Wage Service Date shall be assigned regardless of the promotional increase, if any.

(g) Work Day is the twenty-four (24) hour period from midnight to midnight.

Section 3. Net Credited Service.

(a) Net Credited Service is the period of elapsed time since the date established for service, with credit for bridged service, less all periods of absences that are deductible. For purposes of calculating Net Credited Service and Bridged Service, employment by Windstream Nebraska, Inc. or any of its wholly-owned subsidiaries shall be deemed employment by the Company for the purposes of determining seniority and qualifications for all benefits including post-retirement benefits when such benefits are the same. When the post-retirement benefits are different, the transfer of Net Credited Service shall not be counted toward qualification for such benefits.

(b) Bridged Service. Upon date of reemployment with the Company and completion of the length of service as indicated in the following table, an employee shall have all previous periods of service (six (6) consecutive months or more) bridged.

Length of Time Since Break in Service Occurred	Years of Continuous Service Needed to Have Previous Service Bridged
2 Years or less	2 years
3 Years	3 years
4 Years	4 years
5 Years or more	5 years

Such total service when bridged will be construed to entitle the employee to all the benefits and privileges, according to the adjusted net credited service, to which the employee is entitled under this Agreement and under the Plan for Employees' Pensions.

#### ARTICLE 4 RELATIONSHIP

##### Section 1. By the Company.

(a) The Company agrees that it will not discriminate against, interfere with, restrain or coerce any employee because of membership in or activity in behalf of the Union.

(b) During the term of this Agreement, the Company agrees not to cause, permit or engage in any lockout of its employees.

(c) The Company further agrees that no employee covered by this Agreement shall be required to work as a strike breaker or required to cross an authorized legal picket line of other unions.

(d) When an employee reports to a new work group, the local union representative shall be introduced, if present in the group, or if not present, the name of the employee new to the work group shall be given to the local union representative. A reasonable amount of time shall be granted, not to exceed thirty (30) minutes, to the new employee and local union representative for the purpose of furnishing the new employee with information about the Union. Time spent during the scheduled work period for each employee will be considered time worked.

##### Section 2. By the Union.

(a) The Union shall not interfere with the rights of employees to refuse to become members of the Union and shall not restrain, intimidate, or coerce any employee because of his/her non-membership in the Union.

(b) Employees shall not discuss affairs of the Union at places where work operations are being performed.

(c) Employees shall not be solicited for membership in the Union on work portions of the Company's property or during work operations of the employees involved.

(d) During the term of this Agreement, neither the Union, nor its agents will instigate, promote, condone, or engage in a work stoppage, slowdown, or strike.

Section 3. Acts in Violations of Laws or Orders. Nothing in this Agreement shall be construed to require either party to act in violation of any state or federal law or any Presidential Order, and, in the event any such condition should arise, then this Agreement shall be considered modified to the extent necessary to comply with the law. If any article or section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 4. Equal Employment Opportunity. In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, or because the individual is handicapped, a disabled veteran, or a veteran of the Vietnam Era.

## ARTICLE 5 SENIORITY

### Section 1. Seniority.

(a) Company seniority shall be based on net credited service.

1. Where two (2) or more employees have the same net credited service, seniority between them shall be determined by their social security number. The last digit of the affected employees' social security numbers shall be compared with the employee having the higher digit being considered to have seniority. The digit nine (9) shall be considered highest in sequence and zero (0) shall be considered lowest in sequence. In the event the last digits are identical, the preceding digit having a different value shall be the tie breaker.
2. The employee's seniority shall be considered broken and lost when he/she shall do any of the following things:
  - a. Voluntarily leaves the service of the Company (including failure to return from a leave of absence as described in Article 6, Section 7), or is discharged for just cause.
  - b. Is absent more than three (3) days without notifying the Company, if physically able to do so, of the reasons therefore when he/she is supposed to be at work.

- c. The earliest of any of the conditions as identified in Section 7 of Article 24, Force Adjustment.
- d. Employees entering the bargaining unit from another AFL-CIO unit within the Company that offers reciprocal seniority recognition will have their bargaining unit seniority bridged at 100% immediately. Only time actually accrued in a company bargaining unit(s) will be credited for seniority purposes. Subject to the conditions listed above, the transferring bargaining unit employee shall be able to immediately utilize their transferred seniority for all uses of seniority.

(b) Seniority lists shall be kept up to date by the Company and shall be available for inspection by the Union or any of its members at reasonable times. Such lists shall be made up and posted on all bulletin boards within a period of thirty (30) days after the execution of this Agreement and shall remain there for a period of six (6) months, and a similar list shall be made up and posted at the beginning of each six (6) month period and shall remain posted until replaced by a new seniority list showing current seniority standings. The list shall state the net credited service date, the present classification, the location, the date of last employment in present classification, and the position of the employee in wage progression schedules.

## ARTICLE 6 TIME OFF AND LEAVE OF ABSENCE

Section 1. The Company agrees, unless prevented by service requirements, to grant any employee designated by the Union total aggregate time off, without pay, of seventy-five (75) days in any calendar year to handle Union business. This does not include time spent in joint meetings dealing with grievances or other meetings held at the Company's request dealing with Union-Company relationships. The Company shall be given reasonable notice in advance of the date of such absences (normally at least five (5) days) and the duration of each such absence shall not exceed thirty (30) days. If the Union gives the Company a thirty (30) day notice, the Company will approve or deny the time off request within forty-eight (48) hours of the request. Such request will not be unreasonably denied. Except for elected officers of the Union not more than two (2) employees from the same force group at any exchange shall be absent at the same time on Union business. All non-paid union time spent in bargaining, grievance processing or arbitration shall count towards your forty (40) hour work week.

Section 2. When Union business, as outlined in Section 1, above, causes or will cause any individual to be away from his/her assigned work more than seventy-five (75) days in any calendar year, the Union shall request and the Company shall grant, service requirements permitting, a leave of absence in accordance with the provisions of Section 3.

Section 3. Upon written request by the President of the Union, the Company agrees to grant leaves of absence, without pay and without any benefits under the Company's plans, except as herein expressly provided, to Union officers or designated representatives while on business pertaining to their Union for periods of not less than thirty (30) days, or more than five (5) year(s), subject to the provisions of Sections 4, 5, 6, and 8. The written requests shall be made

sufficiently in advance to permit the Company to post the vacancy; shall contain the reasons for such leaves of absence; and such requests shall be acted upon promptly.

Section 4. A leave of absence granted under the terms of Section 3 cannot be terminated prior to the termination date fixed by such leave except by the giving of at least two (2) weeks notice to the Company, and only if the employee is able to perform his/her normal duties. Any request for the extension of a leave of absence shall be served upon the Company at least two (2) weeks prior to the date such leave of absence would otherwise terminate.

Section 5. Leaves of absence herein provided for Union representatives, together with any extension or renewals thereof, shall not exceed in the aggregate a total period of nine (9) years for any one individual during his/her employment with this Company and shall be subject to the following provisions:

(a) Leaves of absence for a total period not to exceed five (5) years shall be granted with full credit for service, except for wage progression purposes.

(b) Leaves of absence in excess of a total period of five (5) years shall be granted without credit for service after the fifth (5<sup>th</sup>) year.

Section 6. Not more than two (2) Union officers and designated representatives shall be on such leaves of absence at any one time.

Section 7.

(a) Employees, other than Union representatives, while on leave of absence of more than thirty (30) days shall not accumulate seniority, but shall not be deemed to have forfeited their existing seniority rights [as defined in Article 5, Section 1, Paragraph (a)], except that if an employee remains away for more than the term of such leave of absence, or if he/she accepts employment elsewhere while on such leave of absence without the approval of the Company, his/her seniority shall be considered lost, and his/her employment shall be deemed to be terminated. Absence on such leaves shall delay the wage progression steps for such employees for the terms of the leaves so granted.

(b) Any employee of the Company covered by this Agreement who is injured while on duty shall continue to accumulate seniority during absence due to such injury and shall be reinstated to his/her former position upon recovery, with seniority rights; provided, however, he/she is physically qualified to return to such work. If such employee is not physically qualified to return to his/her former work, but, because of other considerations, is kept in the employment of the Company in some other job classification, he/she shall be placed in the wage progression schedule appropriate to his/her new job classification and the wage rate shall be consistent with his/her ability and performance in the latter classification and prior experience with the Company. Wage progression steps and wage increases shall be delayed during the term of such absence.

(c) Paid absence time, except time paid for vacation, jury duty and military leave of absence, shall not include shift differentials.

Section 8. Upon return of an employee from a leave of absence granted under this Article, the Company agrees to return him/her to his/her former assignment if he/she is still qualified to perform the duties of the assignment, or to an assignment of like status and pay if he/she is qualified to perform the duties of the assignment, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. Employees, who return to Company duty at the expiration of such leaves of absence shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence.

Section 9. Military Leave of Absence.

(a) Leave of absence shall be granted to all employees entering the military service of the United States.

(b) Such military leaves of absence shall be for the period of such military service and ninety days after discharge or ninety days after he/she is entitled to and able to secure a discharge from active military service.

(c) Employees who request re-employment within ninety (90) days after the termination of their military service, after having been granted military leaves of absence, shall be reinstated in their former or comparable positions in such a manner as to give them such status in their employment, including full seniority, wage progression, general wage increase credit, and job promotion opportunities occurring during the period of their military service, as they would have enjoyed if they had continued in such employment continuously from the time of entering military service until the time of restoration of their employment, unless, as stated herein at Section 8 for other leaves of absence, the Company's circumstances have so changed as to make it impossible or unreasonable to do so.

(d) Employees on military leave of absence from the Company shall receive no allowance or payment for sickness or accident benefits during such absence, but if death should occur, death benefits shall be paid according to the Plan for Employees' Pension. Service credited during military leave of absence shall apply toward qualification and amount of such death benefits to be paid.

(e) Employees who are granted military leaves of absence, and prior to entering the service had twelve (12) months or more continuous service with the Company will receive the difference between their Company pay and their Government pay for the first three (3) months of military service when such Government pay is less than Company pay. For the purpose of this section, Government pay shall be considered to include the base military service pay plus any additional payments for length of service, for special qualifications or duty. Company pay shall include the employee's base pay plus any differentials that the employee has been receiving.

(f) Employees entering active duty in the Armed Forces of the United States will be given the vacation to which they are entitled under the terms of this Agreement. If employees elect not to take their vacation before leaving, they will be paid an allowance in cash equal to and in lieu of any vacation which is due. After being reinstated upon returning from military service, an employee shall receive any vacation to which he/she would have been entitled under Article 9 of this Agreement if he/she had remained in the employment of the Company during the military

leave, except that the accrued vacation credit during the military leave shall not exceed the employee's maximum vacation to which he/she would be entitled for the year in which he/she returns to employment, and upon return from the military leave the employee shall have had a total period of employment with the Company of six (6) months since his/her last scheduled vacation before being entitled to said vacation.

(g) Employees who are on military leave of absence will be entitled to exchange telephone service at Company exchanges at the employees' concession rate if the service is for the use of the employee, his/her family or his/her dependents.

(h) The benefits provided in this Article are intended to be complementary to and not in lieu of the protection afforded to employees under present or future legislation enacted by the Congress of the United States or by the Legislature of the State of Nebraska.

(i) Employees who are members of the Nebraska National Guard, or any reserve unit of the United States Armed Services, and who are ordered out for training periods or emergency duty, will receive during the first three (3) months of such absence the difference between their Company and their military pay, computed in the same manner as provided for in Paragraph (e) of this section.

Employees subject to annual training duty will receive the difference between military pay for the entire training period and the amount of Company pay for scheduled time lost during the training period. Company pay will not be provided for regular weekly or monthly drill periods. An employee must notify his/her supervisor as soon as any drill period is known by the employee that may conflict with his/her normal work schedule so that such schedule may be rearranged or exchanged if necessary and possible.

## ARTICLE 7 BEREAVEMENT, JURY DUTY AND OTHER ABSENCES

Section 1. In cases of death of the mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepbrother, stepsister, stepparents, stepchildren, grandparents, grandchildren of the employee or spouse or in the case of death of any other relative residing in the immediate household of an employee absence with pay not to exceed three (3) days shall be granted to full-time and part-time employees. In case of the death of an aunt, uncle, niece, nephew, great grandparents, great grandchildren or first cousin of the employee or spouse, absence with pay for one (1) day shall be allowed for the employee. It is recognized that there may be extenuating circumstances under which an employee may be granted additional time off with pay for hardship situations or due to deaths other than those outlined above.

Section 2. In the event an employee is subpoenaed by a court as a witness or is absent for services on an election board, such employee shall suffer no loss in regular wages for the actual working hours he/she is required to be absent.

Section 3. In the event an employee is called for examination for jury duty or selected for jury duty, such employee shall be paid the amount normally paid by the Company for his/her regularly scheduled hours, regardless of the time of day even though his/her regularly scheduled hours may be rescheduled. An employee must report to his/her supervisor when temporarily excused from attendance at court for jury or witness duty for such assignment as is reasonable under the circumstances.

An employee must notify his/her supervisor as soon as service for jury duty, witness duty, or election board duty is known by the employee.

Section 4. Exchange Time. Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be subject to business needs as determined by the Company. If the Company approves an employee's request for such time off, a mutually agreeable time will be designated within the same workweek when the absence shall be made up. This anticipates requests in advance of the day the employee is being excused. When the employee works the make-up time, it shall not generate daily overtime pay.

**Section 5: Employees shall be permitted to take Parental Leave on the same terms and conditions and to the same extent as provided to non-bargaining employees as determined and amended from time to time by the Company.**

## ARTICLE 8

### SHORT-TERM SICKNESS AND ACCIDENT AND SHORT TERM DISABILITY

Section 1. Eligibility for Sickness Payment, Regular and Part-Time Employees. The basis for determining eligibility to and the computation of payments for the first seven (7) consecutive calendar days of absence due to sickness commences with the first day's absence on a day scheduled for work, and shall be as follows:

Length of Service	Payment Starts On
0-1 Year	No Payment
1-5 Years	First scheduled work day after 1 scheduled work day of absence.
5 Years and Over	First scheduled work day.

Section 2. Basis of Sickness Payment.

- (a) Payments shall be made at the basic rate in effect at the beginning of the first full



day of absence.

(b) Payments made for Sunday absences shall be at the basic rate.

(c) An employee, regardless of length of service, who reports for work on any day except on a holiday and becomes ill on the job after working fifteen (15) minutes or more shall be paid at the basic rate for the balance of the time scheduled for that half day or session. An employee who reports for work on a holiday and becomes ill shall receive holiday payments for which he/she is eligible and pay for time worked.

(d) Two (2) consecutive full sessions' or half days' absence from work, whether or not both half days occur on the same date, shall be counted as one (1) day's absence.

(e) Return to work from sickness absence for one (1) full session or more shall terminate a sickness absence as defined herein, and sickness absence at any time thereafter shall be considered as a new sickness case.

(f) When an employee's eligibility to sickness payments changes during the first seven (7) consecutive days' absence payments for absence starting with the anniversary date shall be on the basis of the changed eligibility status.

(g) Payments for any period of absence due to sickness during the first seven (7) days as specified herein shall not exceed the payment that would have been made to the same employee for working his/her basic workweek during the same period.

Section 3. Sickness and Accident Disability Not Job Related. Following the seven (7) consecutive calendar day absence period referenced in Section 1, the following benefit program applies.

If you are absent from work for more than seven (7) consecutive calendar days, you will be eligible to receive benefits as follows:

<b>Completed Years of Net Credited Service</b>		<b>Maximum Sickness Disability Benefits</b>	
<b>At Least</b>	<b>But Less Than</b>	<b>Full Pay</b>	<b>Half-Pay</b>
2 years	5 years	4 weeks	9 weeks
5 years	10 years	13 weeks	13 weeks
10 years	15 years	13 weeks	39 weeks
15 years	20 years	26 weeks	26 weeks
20 years	25 years	39 weeks	13 weeks
25 years		52 weeks	

Benefits will begin on the eighth (8<sup>th</sup>) calendar day of your absence. If you receive benefits, then return to work for less than two (2) weeks and are again unable to work, Sickness Disability Benefits will resume with your first day of a subsequent absence.

Additional periods of such absence, regardless of the nature of the sickness or injury, will be counted together as one (1) period unless you return to work for at least thirteen (13) weeks between absences. After this period, you will again be eligible for Sickness Disability Benefits just as if your previous disability had not occurred.

Your benefits will be determined from your rate of pay and your accumulated net credited service as of the beginning of the first period of disability.

However, employees will only be allowed to exhaust two (2) times their eligible benefits in any three (3) year period.

Section 4. Sickness and Accident Disability Job Related. Beginning with the first day of absence from scheduled work which is caused by a job related injury or a job related sickness for which benefits would be paid under the Nebraska Workers' Compensation Law, the following benefit program applies:

For the period of disability up to the maximum of 52 weeks, the Company maintains the employee's pay according to the following schedule:

Completed Years of Net Credited Service		Disability Benefits (Includes Any Amounts Required Under Nebraska Workers Compensation Law)	
At Least	But Less Than	Full Pay	Half Pay
	15 years	13 weeks	39 weeks
15 years	20 years	26 weeks	26 weeks
20 years	25 years	39 weeks	13 weeks
25 years		52 weeks	

Successive periods of disability due to the same job related accident or sickness are counted as one (1) period, and benefits are based upon the rate of pay in effect at the beginning of the first period of disability.

However, employees will only be allowed to exhaust two (2) times their eligible benefits in any three (3) year period.

## ARTICLE 9 VACATION

Section 1. Vacation Service Date. Vacation eligibility is determined by the employee's net credited service date.

Section 2. Eligibility.

- (a) Full-time employees shall be eligible for paid vacation according to the following schedule:

Years of Service	Weeks of Vacation
More than 6 months less than 1 year*	1 Week of vacation per calendar year
1 thru 3 years of service**	2 Weeks of vacation per calendar year
4 thru 11 years of service	3 Weeks of vacation per calendar year
12 thru 24 years of service	4 Weeks of vacation per calendar year
25 or more years of service	5 Weeks of vacation per calendar year

- \*1. If hired between January 1 and June 30, one (1) week of vacation in the calendar year of hire. Such vacation may be taken after completion of six (6) months of seniority. (If completion of six (6) months of seniority occurs in December, such vacation can be taken in December or the following January.)
- \*2. If hired between July 1 and December 31, no vacation may be taken in the calendar year of hire.
- \*\*3. Two (2) weeks of vacation during the calendar year of the employee's first service anniversary. Such vacation may be taken after completion of twelve (12) months of seniority, however, one (1) of the two (2) weeks may be granted as early as the completion of six (6) months seniority. (If completion of twelve (12) months of seniority occurs in December, such vacation can be taken in December or the following January.)

(b) Part-time employees, and full-time employees who have been classified as part-time employees during any part of the six (6) months immediately preceding the start of a vacation, who qualify under the regulations specified in this Article of this Agreement, shall be entitled to a paid vacation determined to the nearest quarter hour by figuring the average weekly hours paid (any hour paid at a premium rate shall be counted as one (1) hour) for the preceding year or upon completion of the first six (6) months of service, whichever occurs later. This calculation will be made annually and will then apply to all vacation taken in the subsequent twelve (12) month period beginning January 1.

(c) Absence due to approved leaves of absence of thirty (30) days or less shall not affect vacation eligibility. An employee returning to work from a leave of absence [except military leave, see Article 6, Section 9, Paragraph (f)] of more than thirty (30) days without pay shall not be eligible for a vacation until he/she has worked two (2) months. Should the requirements for two (2) months work after return from such leave of absence preclude adequate time for the employee to receive a vacation, the remaining days in the calendar year will be scheduled for vacation time and payment in lieu of vacation will be granted for any remaining days of vacation eligibility with Company approval.

(d) If an employee is absent due to personal illness on his/her last scheduled day immediately preceding his/her full week of vacation and the illness continues on the first day of the vacation to the extent that the employee would be unable to take the week of vacation or return to work, his/her vacation week will be rescheduled on request. However, if an employee is sick on a scheduled single vacation day and wishes to reschedule that vacation day and service requirements do not permit such rescheduling, sick pay in lieu of the single vacation day will not be provided. The day will be recorded as a single vacation day taken.

(e) Except where an employee is receiving pay for sickness absence or accident disability beyond his/her scheduled date of retirement, paid absence due to sickness or accident disability shall not affect vacation eligibility. Following such absences, an employee who has not received his/her vacation within the calendar year under the provisions of Section 2 of this Article will receive whatever vacation or part thereof he/she is entitled to.

(f) An employee who is absent without pay on account of sickness disability at the time he/she is scheduled for his/her vacation shall have the option of postponing the vacation until after return to work or of receiving pay for vacation allowance during such absence. An employee who is absent without pay on account of sickness disability may elect, subject, however, to the approval of the immediate supervisor, to receive pay during such absence for vacation allowance for which he/she is eligible, even though the vacation may not have been scheduled for that time.

(g) If an employee is absent due to a death in the family, for which three (3) days of paid absence are provided by Article 7, Section 3, on the last scheduled day immediately preceding a full week of vacation, and the paid absence so provided continues into the vacation week, the vacation will be rescheduled upon request. If an employee's scheduled vacation week is interrupted by a death in the family, for which three (3) days of paid absence are provided by Article 7, Section 1, up to three (3) days of the remaining vacation may be rescheduled to immediately follow the vacation week.

Section 3. Vacation Pay. Vacation pay shall be at the rate of pay set forth in the applicable wage schedule for the employee, plus shift differentials, if during each of the preceding three (3) months the employee has regularly been assigned hours to which such shift differential is applicable. The amount of such shift differential shall be the amount applicable to the hours and job worked on the same calendar day during the calendar week preceding the start of the vacation. An employee's primary, or regular job classification at the start of the vacation, shall be used to determine the rate of pay; however, if regular wage progression steps occur during a vacation, the employee's rate of pay will be changed accordingly. "In-Charge Differentials" and "Special Rates" shall not be included with vacation pay.

#### Section 4. Vacation Scheduling and Rescheduling.

(a) Vacation shall be scheduled throughout the calendar year in order to meet the Company's service demands, but as far as it is practicable to do so, preference shall be given to the wishes of the employee with greatest seniority (as determined in Section 1(a) of Article 5 for full-time employees and Article 17, Section 2, for part-time employees) having preference over employees with less seniority.

(b) Vacation shall normally be scheduled on a calendar week basis, starting 12:01 a.m., Sunday. However, full-time and part-time employees who are eligible for two (2) or more calendar weeks of vacation shall have the option of observing two (2) weeks of vacation as single vacation days. In addition to such single vacation days, split vacation weeks in exceptional cases, or to meet service requirements, may be allowed subject to departmental head approval. Additionally, up to two (2) weeks of vacation (10 days) may be taken in increments as small as one (1) hour. (For those eligible for only one (1) week of vacation, one (1) week may be so taken.)

Prior to January 1, 2014, the vacation schedule shall be the same fifteen (15) month schedule set forth in the November 11, 2010 contract. Beginning January 1, 2014, the vacation schedule shall be twelve (12) months in length from January 1 through December 31. All scheduled vacation must be taken on or before December 31 of the calendar year, except in those cases where the last week of a calendar year is scheduled as a vacation and such work week overlaps into the following year. All earned vacation may be scheduled anytime during the twelve (12) months.

(c) Prior to February 15 and after full weeks of vacation are scheduled, eligible employees may schedule single vacation days, including any additional vacation days resulting from scheduling vacation for the entire week in which a holiday occurs, at the same time optional days are scheduled for the year. Seniority shall govern the scheduling of both rounds of weeks and days. The scheduling of these single vacation days and optional days is subordinate in priority to full weeks of vacation. In addition, optional days must be scheduled in accordance with Article 14, Section 1(b)(2).

(d) Employees also have the option of scheduling a maximum of ten (10) single vacation days after February 15. The ten (10) single days must be scheduled or taken prior to October 1 of the calendar year or the employee forfeits the unused days. It will be the Company's responsibility to notify each employee of days left prior to October 1 of each calendar year.

(e) Scheduling after February 15 and rescheduling of single vacation days covered under this Agreement must normally be requested at least seventy-two (72) hours in advance except in areas where work schedules are posted. In such areas, requests are normally to be submitted at least five (5) days prior to the workweek in which the single vacation day is to be observed. This requirement may be waived by the supervisor.

1. The supervisor may allow a single vacation day on short notice when an employee would otherwise have absent time.
2. Scheduling after February 15 and rescheduling of single vacation days is to be done, service requirements permitting, in accordance with the requirements of the various areas of the Company. Previously filled single vacation days that become available throughout the year will be handled as optional days are handled in each work area on a first come, first served basis. Full weeks of vacation that become available

throughout the year will be posted and granted to the employee with the most seniority.

3. Single vacation days may be canceled by the Company up to seventy-two (72) hours prior to the scheduled vacation day based on service requirements. It is recognized that there may be extenuating circumstances under which an employee would not be required to cancel a single day of vacation. The Company will determine whether such day is scheduled or paid in lieu of vacation. If an employee works on a previously approved single vacation day at the Company's request of less than seventy-two (72) hours, the employee shall be given the option of receiving pay for working or rescheduling a subsequent vacation day.
4. If a single vacation day is worked at the employee's request, the Company will determine whether such day is rescheduled or paid in lieu of vacation.

(f) The Company shall determine how many and which days will be available for scheduling or rescheduling of single vacation days based on service requirements and taking into consideration the maximum number of employees who may be off for vacation and optional days on any particular work day. When such requests are denied, it shall not be a matter subject to the arbitration procedure.

(g) If scheduled vacation of one or more full weeks is cancelled, the Company will determine whether the vacation is rescheduled or paid in lieu of vacation.

(h) Employees who transfer to another work group after vacation, including day-at-a-time vacation, and optional days are initially scheduled for the calendar year in the new work group may retain up to one (1) full week of scheduled vacation with the remainder of such scheduled vacation, optional days, and single vacation days being subject to change in the event of conflicts with the vacation and optional day schedules of the new work group to meet service requirements as determined by the Company.

- (i) Not more than six (6) calendar weeks of vacation may be scheduled consecutively.

Section 5. Holidays During Vacation Weeks. If a holiday to which the employee is entitled under Article 14, Section 1, occurs during an employee's vacation week he/she shall be eligible for an additional single vacation day, or, at the Company's option, be given an extra day's pay at his/her basic rate. Such days must be taken in the same vacation calendar year as the beginning of the holiday week from which it was derived.

Section 6. Pay in Lieu of Vacation. Payment will be made in lieu of vacation only at the option of the Company, except in the cases of an employee who is separating from the service of the Company and is eligible for a vacation as set forth in Section 2 of this Article or who works on a previously scheduled single vacation day at the Company's request of less than seventy-two

(72) hours notice as set forth in Section 4(e)(3) of this Article.

An employee who resigns, retires or dies, **or is terminated** shall be paid the unused portion of his/her vacation eligibility for the calendar year. In the event of death, unused vacation shall be paid to the employee's estate.

Section 7. Hardship Vacation. Parties agree that in a rare circumstance it may be appropriate to allow employees to donate a portion of their vacation to an employee facing personal hardship. The Company and Union agree to work together to benefit the employee. In order to ensure that this is limited to truly extreme circumstances, the following process will be used:

Application of this provision will require approval by the Union Staff Representative and Corporate Human Resources Representative on a case-by-case basis.

When either management or Union identify a situation where a verifiable, extreme personal hardship exists, the details will be forwarded to a Corporate Human Resources Representative and a Union Staff Representative for evaluation. After the agreement has been reached that the circumstances warrant the application of donated vacation and a maximum has been established, the need will be made public to the employee body to solicit volunteers.

No employee will be allowed to donate more than one (1) week, and the departmental impact will be considered prior to final approval. Donated time to be paid at the donor pay rate.

## ARTICLE 10 GRIEVANCES

### Section 1.

(a) A grievance shall be a complaint by an employee or group of employees for whom the Union is the bargaining agent, or by an authorized Union representative, with respect to the interpretation or application of any of the provisions of this Collective Bargaining Agreement between the parties to said agreement, or any written complaint regarding matters properly the subject of this Collective Bargaining Agreement.

(b) Once a grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance with the aggrieved employee or group of employees unless a Union representative is present.

(c) The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the limits of the grievance and arbitration procedures have been exhausted, provided that the grievance is filed within thirty (30) days following the date of the layoff or discharge.

(d) No matter shall be treated as constituting a grievance within the meaning of this Article unless:

1. It is presented to management in writing, and
2. It is presented within thirty (30) days from the date of the last occurrence on which the grievance is based, and
3. A statement of the remedy or expected settlement is included.

Section 2. Grievance Procedure.

(a) Grievances shall, in general, initially be taken up at the management level at which they occur. It is agreed that certain grievances may be referred to other supervisory levels if they are of such a nature as to warrant initial consideration by higher organization levels of the Company.

(b) Grievances presented to management as provided in Section 2(a) of this Article shall be answered by management's representatives within the following time periods, unless an extension of time is mutually agreed upon:

1. Immediate supervisor (7 calendar days)
2. Department head/manager (7 calendar days)
3. Vice President of Operations or the appropriate representative (30 calendar days)

(c) Following grievance negotiations at any level, the Company shall furnish the Union with the Company's proposed disposition of the grievance in writing. Within seven (7) calendar days after receipt of such proposed disposition of the grievance at the 1<sup>st</sup> and 2<sup>nd</sup> levels and thirty (30) calendar days at the 3<sup>rd</sup> level, the Union shall furnish the Company at that level with its written acceptance, rejection, or notice of intention to appeal, unless an extension of time is mutually agreed upon. If the appeal is not made by the Union within seven (7) calendar days at the 1<sup>st</sup> and 2<sup>nd</sup> levels and thirty (30) calendar days at the 3<sup>rd</sup> level following the date of the notice of appeal the grievance shall be considered to have been dropped.

(d) The parties shall keep each other informed in writing of the representatives authorized to negotiate and/or endorse settlements with respect to grievances.

(e) Grievance meetings between Union and Company representatives shall be held at the request of either party upon reasonable notice to the other party.

(f) Union representatives investigating circumstances surrounding any grievance may do so on Company premises and shall receive the Company's cooperation.

(g) Scheduled work time spent by aggrieved employees and any Union representatives not on leaves of absence in meetings, arranged by appointment, with management representatives with respect to grievances shall be paid for by the Company at the rate of pay the employee would have received had he/she continued working. Necessary traveling time to and from such meetings shall be considered work time and shall be paid for by the Company.



(h) Written records of grievance meetings may be kept by either party for its own purposes.

## ARTICLE 11 ARBITRATION

### Section 1.

(a) Disputes with respect to interpretation and application of the intent or meaning of this Agreement, or grievances which have been processed to the final step of the grievance procedure outlined in this Agreement and which have not been satisfactorily adjusted, may be referred to arbitration by either party, not later than forty-five (45) days following the date of receipt of final answer of the other party, pursuant to the provisions of this Article upon written notice to the other party, provided that such difference or grievance involves the interpretation or application of, or alleged violation of any of the provisions of this Agreement. In case of arbitration of a discharged employee, the arbitrator shall base his/her decision on whether or not there was just cause for the discharge.

(b) In the event it becomes necessary to submit any matter to arbitration, as provided in Paragraph (a), the Company and the Union shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the Company and Union shall alternately strike names from the list with the party who requested the arbitration making the first strike. The remaining name shall be submitted to the Federal Mediation and Conciliation Service as the Arbitrator.

(c) The Arbitrator shall have power to rule upon the full merits of the dispute between the parties and shall have the power to order performance either prospectively or retroactively.

(d) The compensation and expenses of the Arbitrator and the general expenses of the arbitration shall be shared equally by the parties.

### Section 2. Steps in Arbitration Proceedings.

(a) The steps in connection with any arbitration shall be taken as expeditiously as possible.

(b) The award of the Arbitrator shall be final and binding upon both parties.

ARTICLE 12  
WORK WEEKS AND WORK DAYS,  
AND WORK SCHEDULES

Section 1. Work Weeks and Work Days.

(a) The basic work week for all job classifications shall consist of not more than forty (40) hours, covering five (5) consecutive periods of eight (8) hours each, or four (4) consecutive periods of ten (10) hours each, regardless of the hours of the day or night or the day of the week, except as follows:

1. The following guidelines are to be utilized with reference to tours scheduled as a four-day work week:
  - (a) An employee must be scheduled for a four-day week at the beginning of a week and remain on this schedule for the entire week.
  - (b) All paid or non-paid absence days (sickness, excused work days, day at a time vacation, optional holiday) within a week in which the employee is scheduled for four (4) ten-hour days will be treated as ten-hour days.
  - (c) Company will post the holiday week as it intends to work it when the quarterly schedules are selected — but, this will not change the Company's ability to change schedules per the minimum notice provision.
  - (d) No employee shall be scheduled a 4/10 week during a calendar week in which one of the recognized holidays listed in Article 14, Section 1 occurs.
  - (e) An employee, who becomes ill and the illness extends to disability, will be assumed to remain on the schedule last worked until the employee is able to return to work or after the disability benefits have been exhausted.
  - (f) For purposes of debiting vacation accounts and for purposes of determining payments under Article 7, Section 2 (c.), a full day is ten (10) hours and one-half day is five (5) hours.
  - (g) The Company will determine the number of such tours to be worked, if any, and the duration.
2. Quarterly, the Company will publish the mix of tours to be worked by CST, over the following three (3) month period. That mix may include (a) Monday through Friday tours, (b) Tuesday through Saturday tours, (c) Sunday through Thursday tours, (d) any four-day, ten-hour tour consistent with Section 1, above. Once the quarterly mix of tours is published, tours will be bid on a seniority basis within the work group, with the senior

employee having first choice, provided that each employee shall work approximately the same number of Saturdays within the three (3) month period.

3. The basic work week for employees of the Retail Stores shall consist of not more than forty (40) hours, Monday through Saturday, which could include five (5) periods of eight (8) hours each or four (4) periods of nine (9) hours each plus four (4) hours, regardless of the hours of the day or night or day of the week.

Employees will be scheduled Saturdays based on their "Saturday preference", by seniority. This selection process shall be administered in increments of twelve (12) calendar weeks.

- (b) For full-time employees, calendar weeks in which a holiday occurs shall be scheduled for a minimum of four-fifths (4/5ths) of the basic work week.

#### Section 2. Work Schedules.

- (a) Work schedules shall be determined by the Company and shall be prepared and posted in advance for each calendar week, designating the days and hours of work for each employee. Such schedules shall be posted at least one (1) week in advance of their effective date. For assignments to Sunday (except as provided in Section 1 (a) (2) above) and holiday tour, (except retail stores) seniority shall not govern, but such tours may be rotated or assigned in some other equitable manner agreeable to the majority in each work group. Holiday tours in retail stores shall be bid on a seniority basis within the city involved.

- (b) Due to the nature of the business, and the service demands, the revision of posted schedules may be required from time to time. Such revisions may be made, provided the revisions are made to cover only work shifts appearing in the posted schedules. If after the schedule has been posted as provided in Paragraph (a), above, an employee is scheduled to work on a day previously scheduled as a day off, the employee shall be given the choice of selecting another day off in the same week or work the regular schedule for the balance of the week. When revisions are required in posted schedules the employees involved shall be personally advised as far in advance of the effective date as possible.

- (c) Revisions for Construction Technician, Technician-Network Switching, Technician-Digital Services, and Technician-Network Transport employees with a minimum of forty-eight (48) hours notice prior to the start of the originally scheduled tour.

#### Section 3. Choice of Tours

- (a) Full-time employees' choice of tours on weekday schedules in the work groups to which they are assigned shall be on the basis of seniority, service requirements permitting. At the time of selection, a list of available tours shall be referred to each employee in order of seniority. The employee will promptly indicate therein his/her selection of the open tour (one not previously filled by employees with greater seniority) that the employee wishes to work.

Adjustments in assignment to conform to seniority shall not be made in schedules on a day-to-day basis but shall be made at least every ninety (90) days.

(b) Retail Sales Consultants' choice of tours will be bid by location. Such employees' choice of tours will be limited to the available tours in the group to which they are assigned.

ARTICLE 13  
OVERTIME PAY, WORK ON SUNDAYS AND ON-CALL

Section 1. Overtime Pay.

(a) The forty (40) hour work week shall consist of:

All time worked,

All time paid but not worked on contractually authorized holidays, optional holidays, and vacation time; and Short Term Disability.

All time paid for by the Company in connection with Union/Management meetings.

**In any week that an employee has taken bereavement leave, that employee will not be forced to take on-call or work an unscheduled day in the same work week.**

For hours worked in excess of forty (40) hours per week, a total of one and one-half (1½) times the applicable rate of pay, which includes shift differentials, if any, shall be paid by the Company. Additionally, all time worked by full time employees in excess of a formally scheduled tour of duty whether the tour is eight (8) hours or less shall be paid for at the rate of one and one-half (1½) time the basic rate of pay, plus one and one-half (1½) time the shift differentials applicable.

Insofar as practicable, overtime work will be evenly distributed among those full-time employees normally engaged in the work involved. Overtime paid on a daily basis or time worked on a holiday shall not be duplicated on a weekly basis.

(b) Full-Time Employees. When an employee is called during his/her off duty time to report for work outside the employee's scheduled hours, it shall be considered as "called-to-work time"; however, when an employee is requested to remain late on a day on which he/she has reported to work, or when, prior to leaving work, an employee is requested to report for work on a subsequent day not previously scheduled, it shall not be considered "called-to-work time." "Called-to-work time" shall be paid at the rate of one and one-half (1½) times the basic rate, except "called-to-work time" from 10:00 p.m. to 6:00 a.m., which shall be paid at two (2) times the basic rate. "Called-to-work time" on Monday through Saturday shall not count towards time worked for the purposes of calculating overtime. When an employee is called from his/her home to work, pay shall be computed from the time he/she leaves home until he/she returns home, allowing a reasonable period for such traveling. If such work does not continue into his/her

regular schedule, the employee shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the basic rate. In event the work does continue until the start of the employee's regular schedule, pay at the rate of one and one-half (1 1/2) times the basic rate shall be computed from the time the employee leaves home until the start of his/her regular schedule, in which case no traveling time will be allowed for the employee's return trip home. When an employee is called during his/her full week of vacation to report to work outside the employee's schedule hours, it shall be considered "called-to-work time" and shall be paid as "called-to-work time" for hours worked on that day. If such employee is requested to report to work on subsequent consecutive days, such hours worked on the subsequent consecutive days of that calendar week shall also be paid as "called-to-work time" with the exception that no traveling time shall be paid for such days.

Employees shall be paid a minimum of two (2) hours at the rate of two (2) times the basic rate of pay for remote call outs and/or calls that do not require an action from the employee called.

Part-Time Employees. Part-time and temporary employees shall not be paid overtime when called to work, except when the employee works in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

(c) When employees are instructed to stay where they may be reached by telephone, they shall be paid the basic rate of pay for the period, thus placed on standby, and such hours shall be considered as hours worked for the purpose of computing overtime pay as set forth in Paragraph (a) of this Section. The minimum payment for being placed on call is payment for one (1) hour.

(d) When an employee is required to work overtime two (2) hours or more past an 8-hour shift for that day, the employee shall be paid \$9.00.

Section 2. Work on Sundays. Work on Sundays shall be paid for at the premium rate of one and one-half (1½) times the basic rate of pay. Sunday begins at 12:00 midnight on Saturday night and ends at 12:00 midnight on Sunday night.

### Section 3. On-Call.

(a) This procedure applies to all areas of the Company where management determines it is necessary.

(b) The on-call duty period shall be any seven (7) consecutive day period for which the Company assigns any respective group to be on-call.

(c) The procedure for scheduling an employee to be on-call will be on a voluntary basis as determined by the employee and the manager or the team and the manager, whichever is applicable. If no one volunteers for the duty, the manager will assign the duty to the low overtime employee or team member. If two (2) or more employees or team members have an equal amount of low overtime, then the least senior will be assigned. However, if the low overtime employee has been required to be on-call for seven (7) days in the last fifty-six (56) day period, then the next lowest employee will be assigned.

(d) The on-call employee will carry an active communications device (pager or cellular) on any assigned on-call day, including holidays. If the on-call employee is contacted, he/she will be expected to respond within fifteen (15) minutes of the time he/she received the call. If the call requires a dispatch, the on-call employee will do the following:

1. Leave to respond to the call within a reasonable time, normally not exceeding one-half ( $\frac{1}{2}$ ) hour from the time he/she was contacted (this shall be the sole option for an On-Call Technician/Network Construction NR); or
2. With approval of manager or on-call duty manager, employee may dispatch another employee (who has been called to report for work according to "called-to-work time" procedures as indicated in Section 1(b) to leave within a reasonable time, normally not exceeding one-half ( $\frac{1}{2}$ ) hour from the time he/she was contacted by the on-call employee. The employee who is to be "called-to-work" will be solicited using one or more of the following criteria: (a) overtime sign-up; (b) accumulated overtime, and (c) technical abilities. This option is available only if the On-Call Technician determines that the location of the trouble (in terms of travel time) or the skills required to address the trouble indicate that another employee be called.

(e) On-call pay shall be the greater of **\$47.50** or one (1) hour's pay, per day based upon assignment for a twenty-four (24) hour period, on a day the employee was scheduled to work and **\$58.00** on an unscheduled day. This pay is in addition to the employee's basic weekly wage. On Company recognized holidays; the on-call employee will receive double the then current rate.

(f) Time associated with responding to a call will be paid a minimum of fifteen (15) minutes overtime or the actual time spent whichever is greater. Travel and work time associated with call outs (responded to by leaving home) will be paid according to "called-to-work time" procedures as indicated in Section 1(b).

(g) The existence of an on-call employee does not preclude calling to work other employees considered necessary by the on-call employee or the Company to meet service requirements.

(h) On-call duty will be rotated among employees who volunteer to participate. The number of on-call employees needed, coverage area, and rotation method used will be determined by the manager or the manager and teams associated with each work group, whichever is applicable.

(i) On-call duty may be reassigned at the employee's request and mutual agreement between the on-call employee and another employee. On-call pay will be adjusted accordingly, managers and others needing to know will be kept informed of who has the on-call duty.

(j) Any on-call employee at the mutual agreement of the Company and the employee, will be allowed to take a Company vehicle home in order to reduce response time for out of service trouble calls. This vehicle is not to be used for personal business.

ARTICLE 14  
HOLIDAYS AND OPTIONAL HOLIDAYS, AND  
CHRISTMAS EVE AND NEW YEAR'S EVE PAY

Section 1. Holidays and Optional Holidays.

(a) All regular full-time and part-time employees are eligible to receive holiday pay at their straight time rate for the following holidays:

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

(b) Optional holidays for employees hired during the current calendar year will be granted according to the following guidelines: New employees hired before August 1 and after completing ninety (90) days of employment service will be eligible to receive three (3) optional holidays. New employees hired on or after August 1, but before October 1 and after completing ninety (90) days of employment service, will be eligible to receive two (2) optional holidays. In no case will an employee receive more than three (3) optional holidays in the calendar year in which hired.

(i) Employees who have completed ninety (90) days of continuous employment shall receive up to five (5) optional holidays beginning in their first anniversary year.

(ii) Optional holidays are also provided as service milestone awards. One additional optional holiday (8 hours of pay) is granted at the beginning of the year (January) when an employee is scheduled to reach a service milestone. This additional optional holiday to recognize a service milestone is only available to be taken during the year of the service milestone the following year (i.e. year 2-4, year 6-9, etc...) the optional holiday pay returns to the standard hours of optional holidays designated by the policy.

#### Service Award Milestones

- 1 year of service
  - Each interval of 5 years of service (5 years, 10 years, 15 years, etc...)
1. Scheduling of optional holidays is subordinate in priority to full weeks of vacation. Prior to February 15 of each calendar year, at the time vacation is being scheduled, employees must indicate the dates of optional holidays which are to be scheduled for the year. Seniority shall govern such scheduling.
  2. Optional holidays are to be observed in increments of one (1) or more whole scheduled hours for full time employees or in full scheduled day increments for part-time and seasonal employees.
    - (a) Optional holidays may not be carried over by employees from one (1) calendar year to another nor shall employees be granted pay in lieu of such days except as provided in subparagraphs (5) and (6) below.
  3. The Company shall determine the maximum number of employees who may observe optional holidays on any particular workday. The Company will notify the employee at least two (2) weeks in advance if the scheduled optional holiday cannot be observed.
    - (a) Optional holidays may not be scheduled or observed during an employee's vacation period or on days not anticipated to be included in the employee's scheduled work week. An optional holiday may be observed by full-time employees on Sunday if



the employee's request is submitted five (5) days prior to the work week in which the optional holiday is to be observed. When an optional holiday is observed on Sunday there shall be no premium pay for working the subsequent Monday.

4. Rescheduling of an optional holiday must normally be requested at least seventy-two (72) hours in advance except in areas where work schedules are posted. In such areas requests are normally to be submitted at least five (5) days prior to the work week in which the optional holiday is to be observed. This requirement may be waived by the supervisor.
  - (a) Rescheduling of optional holidays is to be in the order requested rather than by seniority. Rescheduling of such days shall take into consideration the force provisions necessary to meet service demands of the Company.
  - (b) Optional holidays will not be rescheduled if the employee is absent due to sickness, disability, or leave of absence when the scheduled day occurs.
5. If an employee works on a previously approved full day optional holiday at the Company's request, the employee shall be given the option of receiving premium pay for working or rescheduling a subsequent optional holiday. However, if an optional holiday is worked at the employee's request, the Company will determine whether such day is rescheduled or paid in lieu of the optional holiday. If the employee works at the Company's request on a previously approved optional holiday that is less than a full day, the optional holiday shall be rescheduled.
6. An employee who resigns, retires, or dies shall be paid for all eligible optional holidays not taken in the calendar year.
  - (c) Any pay as herein below provided for work done on those days, described in Paragraphs (a) and (b), above, shall be considered as pay at a premium rate, except as provided in (b)(5) of this Section.
1. Full-Time Employees:
  - (a) Pay for the holiday or optional holiday not worked; Pay for eight (8) hours at the rate of pay set forth in the applicable wage schedule for the employee.
  - (b) Required to work on the holiday or full day optional holiday: Pay at the basic rate of pay the number of hours the employee is regularly scheduled on week days plus a premium rate of one and one-half (1½) times the basic rate of pay for each of these hours worked on the

holiday or full day optional holiday. For each hour worked in excess of the number of hours regularly scheduled on week days, two (2) hours pay at the basic rate.

2. Part-Time and Seasonal Employees:

- (a) Regular part-time and seasonal employees will receive pro-rated holiday pay based on their scheduled average daily hours worked. For example, if an employee is scheduled to work three days at eight hours per day, this equals a 24-hour workweek. The employee is eligible for 4.8 hours of holiday pay (24 divided by a five-day workweek). When necessary, the time should be rounded up to the nearest quarter hour.
- (b) Required to work on the holiday: A total of one (1) day's basic pay as determined in (a), above, plus a premium rate of one and one-half (1½) times the basic rate of pay for each hour worked. For hours worked in excess of the number of hours determined in (a), above, two (2) hours pay at the basic rate.
- (c) Regular part-time and seasonal employees who are regularly scheduled to work 20 or more hours per week and who have completed ninety (90) days of continuous service, will receive optional holidays on a pro-rated basis (Reg. hrs. scheduled / 5 = Avg. hrs. scheduled x Eligible optional holidays = Total eligible hrs. of optional holidays). When necessary, the time should be rounded up to the nearest quarter hour.

3. When a holiday falls on Sunday, premium pay treatment as described in Paragraphs (1) and (2) above, shall be applied only to hours worked the following Monday. When a holiday falls on Saturday, premium pay treatment as described in Paragraphs (1) and (2) above, shall be applied only to hours worked on Saturday.

4. Employees absent without pay for all of the other days of a calendar week in which a holiday or optional holiday falls shall not be paid for such day unless they are called back to work on the holiday or optional holiday, or unless all five (5) days during that week are holidays or optional holidays.

Section 2. Christmas Eve and New Year's Eve Pay. For work between 7:00 p.m. and 12:00 midnight on Christmas Eve and New Year's Eve, a total of two (2) hours pay at the basic rate of pay for each hour worked. Applied also if Christmas Eve and New Year's Eve fall on Sunday, but not in addition to premium paid for usual Sunday work. The said pay above the basic rate shall be considered as pay at a premium rate.

ARTICLE 15  
TRAVELING TIME AND EXPENSES

Section 1.

(a) Employees shall be transported by the Company from **reporting locations** to and from the job on Company time. **With the exception of construction crews and employees who may be required to remain overnight, employees will return to their respective reporting locations each day.**

(b) Construction crew **reporting locations are currently based in Lincoln, Beatrice, Hastings, and Nebraska City.** If the Company desires to establish additional **reporting locations** during the term of this Agreement, **the Company will provide seven (7) days notice to the Union President.**

(c) The Company may at its discretion establish temporary reporting locations which may last for extended periods of time. **With the exception of construction technicians and technicians working according to the Iowa Assignment MOA, all work outside Nebraska shall be done on a voluntary basis.**

(d) **An employee will receive full per diem on any days that the employee is travelling to or from overnight work.** An employee will not receive **per diem** on days that the employee starts and ends the work day at the headquarters location or on any day the employee is not working at the temporary job site, e.g. vacation, optional holiday, sickness, or other leave.

Section 2. **When employees are engaged to work, or attend meetings or training that require overnight accommodations, the Company will provide transportation or reimburse the employee for use of his/her personal vehicle at the standard Windstream rate.** Should overnight accommodations be required, the Company will pay the cost of same, along with a per diem of **\$48.00** each night of lodging.

ARTICLE 16  
BAD WEATHER TIME

Section 1. General.

The Company agrees not to require employees to work out of doors continuously when the temperature is zero or below, or in other severe weather conditions, unless such work is necessary to protect life and property or to maintain service to the public.

Section 2. Construction Crews.

(a) On days when the temperature is below zero or in other severe weather conditions when outside Construction employees might not be expected to work, such employees may call or contact their supervisor to determine if or when they are to report for duty.

(b) When an outside Construction employee reports for work and because of bad weather works only a part of the first half of his/her scheduled hours for that day, he/she shall receive pay for a minimum of one-half ( $\frac{1}{2}$ ) the number of hours he/she is scheduled to work that day, unless he/she is excused at his/her own request, then pay shall be only for the time worked.

(c) When an outside Construction employee reports for work and because of bad weather, only a part of the afternoon, he/she shall receive pay for the actual time worked.

(d) When an outside Construction employee, because of bad weather, does not work any of the first half of his/her scheduled hours for the day but reports and works part of the second half of his/her scheduled hours, he/she shall receive pay for a minimum of one-half ( $\frac{1}{2}$ ) the number of hours he/she is scheduled to work on that day, unless he/she is excused at his/her own request, then pay shall be only for time worked.

(e) Only when an outside Construction employee calls his/her supervisor (as set forth in Section 2(a) of this Article), is told to, and does report for work but does not work because of bad weather, he/she shall be paid for two (2) hours of work.

## ARTICLE 17 PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEES

### Section 1. Coverage.

All provisions of this Contract otherwise not specifically covered in this Article shall be considered to apply to part-time, seasonal, and temporary employees the same as for full-time employees.

### Section 2. Conditions Affected.

The work days and work weeks of part-time, temporary, and seasonal employees shall be determined and scheduled by the Company. Part-time employees, and full-time employees who were previously part-time employees, shall accumulate, or shall have had accumulated, credit for wage progression, choice of vacation, choice of optional holidays, and choice of tours on the basis of the accumulation of hours paid during the period of part-time employment. Seasonal employees shall accumulate credit for wage progression on the basis of their adjusted credited service. Any hour paid at a premium rate shall be counted as one (1) hour. For the purpose of promotions, transfers, and demotions, length of service for part-time employees, seasonal employees, and full-time employees who were previously part-time and/or seasonal employees, shall be determined in the same manner. This calculation will be made annually and will then apply to all of the above conditions in the subsequent twelve (12) month period beginning January 1.

### Section 3. Seasonal Employees.

(a) The probationary period for seasonal employees shall be the completion of one (1) season and the equivalent of six (6) months (1,040 hours) of net credited service.

(b) Seasonal employees will not accrue seniority during a seasonal leave and their net credited service date will be adjusted accordingly. Seniority established for seasonal employees is reinstated if the employee returns directly from seasonal leave that is caused by the nature of the job.

(c) Seasonal employees will be entitled to vacation and optional holidays based on their Net Credited Service Date (NCSD); however, they are not eligible to schedule earned benefits during their seasonal service. If the Company work and service requirements create the need for time-off to be taken during the season worked, the employee may elect to use benefits for such time off or take the time off without pay. At the end of the seasonal service, the employee will be paid for his/her remaining vacation and optional holidays at the employee's current wage rate.

(d) If a reduction in the number of seasonal jobs occurs from season to season, employees who are on seasonal leave from the affected job classification and work location will be considered, and selection for the remaining positions will be based on Article 18, Section 3.

(e) A seasonal employee will be placed on seasonal leave each year when their employment season ends. A seasonal leave shall end if the employee returns to seasonal employment or one (1) year of leave elapses, whichever occurs first. During such leave, a seasonal employee shall not be entitled to any benefits nor shall credited service or seniority be granted for such time. However, a seasonal employee who is on seasonal leave will be entitled to continue his/her coverage under the Company's health and dental insurance programs as if the employee is on a leave of absence greater than thirty (30) days.

(f) When management determines that a seasonal employee's job definitely will not be required the following season, the one (1) year seasonal leave may be waived and such seasonal employee may be issued a layoff notice providing the probationary period has been completed.

(g) The length of the season for each employee will be determined by management. An employee will be given at least fifteen (15) days notice before he or she is placed on seasonal leave.

## ARTICLE 18 PROMOTIONS, TRANSFERS, DEMOTIONS, DISCIPLINE AND DISCHARGES

### Section 1. Posting Vacancies and Promotions.

(a) Job vacancies within the bargaining unit shall be posted for ten (10) working days using the on-line posting process before being filled. When such a posting occurs, a bulk e-mail message referencing the posting will be sent to all bargaining unit personnel **and** the Union President. Employees who submit an application for the position where a vacancy exists by the end of the ten (10) work day period shall be considered. The Company will acknowledge receipt

of the application. Employees with less than the required time in title will be considered but need not be selected for any vacancy. The Union will be notified of the candidate awarded the job.

Qualifications for the job vacancy are to be determined by management on the basis of ability to perform the job which is vacant. In determining the relative qualifications of competing eligible candidates, the Company will consider job knowledge, prior experience, job performance, relevant education received, and performance in the Targeted Selection interview process. The interview records shall be retained by the Company and will be subject to the grievance procedure. In cases where more than one candidate has substantially equal qualifications, then seniority shall prevail.

Time in title is defined as six (6) months for all job classifications except for job classifications included in the following wage schedules: 04, 05, 06, 17, 55. Time in title for job classifications in these latter wage schedules is twelve (12) months. (Time in title includes all time spent in a particular job classification during the five (5) years preceding a determination of time in title.) There is no time in title requirement for entry level jobs.

(b) The basis of wage treatment for employees selected to fill posted vacancies, after the application of any difference in basic wage rate between schedules, shall be as follows:

1. If the employee selected was in the same level of job classification as the vacancy he/she has been selected to fill, the employee shall be placed on the progression step providing the same wage as the wage he/she drew in his/her former classification. If the same wage is not provided in the progression schedule of his/her new job classification, his/her basic rate shall remain fixed until he/she becomes eligible for a further progression in his/her new schedule, except that no progression wage increase shall be delayed more than six (6) months.
2. If the employee selected was in a lower job classification than the one in which the vacancy exists, he/she shall **be placed on** the next higher **monetary** step in the wage schedule applicable to his/her new job classification on date of transfer or no later than sixty (60) days from date of acceptance.
3. If the employee selected was in a higher job classification than the vacancy he/she has been selected to fill, or has less than the time in title required in Paragraph (a) above in his/her present classification, the employee shall be placed on the progression step providing the same wage as the wage he/she drew in his/her former classification. If the same wage is not provided in the progression schedule of his/her new job classification, his/her basic rate shall remain fixed until the progression indicated by the new schedules provided for an increase in the basic rate. If the employee selected has a higher wage in his/her former job classification where the vacancy exists he/she shall have his/her wage reduced to the top rate of his/her new job classification.

4. When an employee is promoted to a job classification included in schedule 03, and the employee's former classification was included in schedules 01 or 03, the employee shall not receive a promotional increase which results in placement on the wage schedule higher than the 55<sup>th</sup> month. Further progression to the wages provided by the 61<sup>st</sup> and 67<sup>th</sup> month progression steps will not be provided until the employee has been in the job classification for six (6) or twelve (12) months, respectively, following promotion. The provisions of this paragraph will not result in a reduction in pay from the wage rate attained in the previous classification.
5. All employees selected to fill a vacancy, shall be placed in that position no later than sixty (60) days after accepting the position.
6. If an employee is selected to fill a vacancy in a job classification as designated in wage schedule 04, one of the following shall apply:
  - (a) If an employee is selected who is at a wage less than the training rate, such employee will move up to the training rate when they begin the job; or
  - (b) If an employee is selected who is in a job classification on wage schedule 04 or in a job classification where the employee's wage rate is higher than the training rate, such employee's wage rate will be taken to the next higher progression step and receive the appropriate wage increase per the progression schedule.

#### Section 2. Failure to Accept or Qualify.

Should an employee promoted refuse to accept the promotion within a period of one (1) day, such employee shall be allowed to remain in his/her previous job with the regular pay for the job. Failure to take a promotion for good and sufficient reason will not prejudice an employee for future promotion. If an employee is promoted and fails to perform on the new job and is later demoted, he/she shall take the same seniority standing in the job he/she had before the promotion, the same as if he/she had held the former job all the time.

#### Section 3. Employee Retreat.

Within sixty (60) calendar days after beginning work in a new job, an employee may retreat to his/her previous job for any reason. However, upon return to his/her previous job, the employee must reestablish the required time in title for such job for a period equal to the number of days spent in the employee's new job before retreating. The Company may waive either of the foregoing requirements.

ARTICLE 19  
MISCELLANEOUS

Section 1. Work in Higher Classifications Within Bargaining Unit.

(a) Employees performing work of employees in a higher job classification one (1) scheduled hour or more, shall be paid at a special rate determined as follows: Find the rate in the higher job classification schedule equivalent to his/her present rate of pay. The next higher step in said schedule shall be his/her wage in the higher classification. In case his/her present rate of pay does not correspond to any rate in the schedule for the higher job classification he/she shall be paid the next higher rate plus one full step in the higher job classification schedule. This provision shall not apply to any job titles calling for differentials upon assignment.

(b) Employees promoted to work in a higher classification shall receive a wage increase equal to the difference between his/her present rate and the next higher step in the wage schedule applicable to the new job classification.

(c) USA's working in Frame Attendant capacity will receive top Frame Attendant pay for the time worked in that capacity.

Section 2. Bulletin Boards.

All of the bulletin boards of the Company shall be available for use of the Union. Notices and announcements on such bulletin boards shall be restricted to:

- (a) Notices of Union meetings.
- (b) Notices of Union elections.
- (c) Notices of Union appointments to office and the results of its elections.
- (d) Notices of Union social and recreational affairs.
- (e) Bargaining bulletins.

Material posted shall contain only factual information and shall not contain derogatory statements concerning the Company or its employees or contain material likely to be considered offensive by customers or clients who may be visiting or conducting business with the Company. Material which, in the opinion of management, is not in conformity with the above shall be called to the attention of a Union representative, who will remove the material, pending a final decision as to whether the material violates this Section. Any material posted on the bulletin boards shall bear a signature and title of an authorized Union representative.

There shall be no general distribution of Union papers, leaflets, handbills, or other literature on Company premises.

Section 3. Placements in Wage Progression Schedule.



A person engaged or a former employee re-engaged as a regular employee may be employed at, and progress from, a rate in excess of the established starting rate as may be commensurate with his/her previous training, employment or experience, and the question as to whether the starting rate is higher than a rate commensurate with the work assigned and with his/her previous training and experience shall be made the subject of a grievance, if and when a grievance is filed by anyone; provided, however, the grievance must be filed in writing with the Company within ninety (90) days from the date of employment or within ninety (90) days after the date of the signing of this Agreement, whichever date is later.

#### Section 4. Personal Long Distance Calls.

The Company agrees that when an employee is away from his/her headquarters exchange on Company business, he/she may call his/her residence at the Company's expense if such residence is located at an exchange operated by the Company. The number and length of such calls shall be kept to a reasonable limit.

#### Section 5. Deduction of Union Dues.

The Company agrees that during the life of this Agreement it will deduct regular Union dues from each wage pay check of each employee covered by this Agreement who is a member of the Union, and in writing delivered to the Human Resources Department of the Company, authorizes and directs the Company to do so. The form for authorizing such deductions will be that prescribed by the Company. Amounts so deducted for Union dues will be transmitted monthly by the Company to the Secretary-Treasurer of the Union. The Company shall send along with this remittance of Union dues a list of employees for whom regular deductions have been made, and also designate those employees for whom no deduction has been made because of disability, leave of absence, military leave, transfer from department or exchange, or employees leaving the Company. A duplicate list shall be sent to the local Union. Deductions for Union dues may be canceled by an employee during the ten (10) calendar day period prior to each anniversary date of the Agreement or during the ten (10) calendar day period prior to the termination date of the Agreement by advising the Human Resources Department of the Company and the Secretary-Treasurer of the Union in writing of such cancellation. Authorizations and cancellations received by the Human Resources Department of the Company will become effective with the next payroll period.

### ARTICLE 20 NOTICES TO THE LOCAL UNION

Section 1. The Company agrees to inform the local Union in writing as far in advance as possible of employees being retired.

Section 2. When notices of vacancies are posted electronically, a copy shall be transmitted to the Local Union President at the time of posting. The same procedure shall apply to notices posted announcing the selection of the employee to fill the vacancy.

Section 3. The Company will notify the local Union of disciplinary action involving suspension or discharge, except in cases of insubordination, as far in advance as circumstances permit.

Section 4. The Company shall provide timely notification (before notice to employees) to the Union of decision(s) to implement force reduction(s) and layoff(s) of bargaining unit members, and provide advance opportunity for discussion(s) between the Union and the Company as to the effects of such decisions. The purpose of these discussions will be to permit the Union to suggest alternatives and/or options and/or to seek modified severance arrangements, i.e., modifications to the severance provisions of the Force Adjustment Policy. These discussions will not interfere with the Company's right to implement its decision.

## ARTICLE 21 WAGE SCHEDULES AND DIFFERENTIAL PAYMENTS

### Section 1. Wages.

(a) The wage schedules set forth in Appendix 1, which is attached hereto, are hereby made a part of this Agreement and shall become effective on the dates noted.

(b) The Company may institute, modify, or terminate incentive arrangements by providing the Union with advance notice of such action. The Company will also answer questions from the Union as to such action.

Section 2. Evening and Night Differentials. Night differential shall be ten percent (10%) of the employee's basic wage rate, to be paid for all hours of the scheduled tour when any part of the scheduled tour falls after 7:00 p.m., but before 7:00 a.m.

If an employee works a scheduled tour and also other time in the same work day, the scheduled tour worked determines whether or not a differential is payable.

Section 3. In-Charge. The Company shall pay non-supervisory employees in-charge differentials of ten percent (10%) of the basic wage rate for each day assigned, whenever they are specifically appointed to an in-charge capacity as a temporary replacement of a management employee, subject to these provisions:

(a) There shall be no change in title.

(b) The employee shall retain eligibility to the working conditions to which he/she was eligible prior to appointment.

(c) Such appointments shall be made only when, in the Company's judgment, supervision of a group of employees or a property is required, during the absence of supervisors due to vacation, leave of absence, sickness, or other absence where the regular supervisor, or other supervisor designated in his/her place, is not readily available by telephone.

Section 4. Instructor Differential. An "instructor differential" of ten percent (10%) of the employee's basic wage rate shall be paid to any non-supervisory employee for time in which the employee is appointed by a supervisor to give formalized instruction in a classroom situation or on-the-job training to a probationary or transferred employee with six (6) months or less service in the job title.

Section 5. Linguistic Skills. Employees who are required to utilize linguistic skills, where proficiency testing is required in order to provide customer service, will receive a differential of ten percent (10%) of the employee's basic wage rate. The Company will determine the number of employees, if any, to be paid this differential.

Section 6. Lead Pay. A "lead" designation is an assignment (of a Retail Sales Consultant) applicable to a daily and/or weekly work schedule that meets the criteria outlined below:

- (a) An assignment that is in addition to normal job duties, and which involves assigning, directing and evaluating work activities.
- (b) To serve as a resource person for complicated or difficult work assignments.
- (c) A lead employee will not discipline other employees.

The lead pay differential is ten percent (10%) of base pay for all hours worked in the lead assignment. A minimum of two (2) hours lead pay differential will be paid to any employee assigned "lead" designation.

**Section 7. Construction Lead Pay. A Construction Lead designation is a daily or weekly assignment of an employee by management that meets the following criteria:**

**(a) An assignment that is in addition to normal job duties, and which involves assigning, directing and evaluating work activities, serves as a resource person for complicated or difficult work assignments and performs other duties as assigned. A Lead employee will not discipline other employees.**

**(b) The Lead pay differential is ten percent (10%) of base pay for each eight hour or more shift worked in the Lead assignment.**

Section 8. Premium Payment

The Company shall pay employees a premium based on the following:

- a. A premium of three percent (3%) of base wages will be paid for all hours worked to an employee who achieves and maintains Cisco Certified Network Associate (CCNA) certification.
- b. A premium of three percent (3%) of base wages will be paid for all hours worked to an employee who achieves and maintains Linux LPI certification.

- c. A premium of three percent (3%) of base wages will be paid for all hours worked for an employee who achieves and maintains a CCT but such 3% shall only be cumulative with the certifications described in Paragraphs b and c above but shall not be cumulative with the CCNA certification differential described in Paragraph a, above
- d. The above differentials are cumulative for an employee who achieves and maintains multiple certifications but the CCT differential described in Paragraph d above shall not be cumulative with the CCNA certification differential described in Paragraph a, above.
- e. These certifications must be achieved on an employee's personal time and at personal cost; however, education related to achieving these certifications is subject to the Windstream Educational Reimbursement Program. Employees who successfully obtain the certifications identified by the Company will be eligible for up to an additional \$1,000 reimbursement benefits (over and above the \$3,500 maximum as described in Article 26).
- f. The Company reserves the right to evaluate this list of certifications on an ongoing basis and will update, add, remove, and/or change the required certifications as needed to remain competitive in the market. The Company agrees to provide advance notice to the Union of such changes as soon as possible but not less than ninety (90) days.
- g. Should the Company eliminate a certification as referenced in Sections (a), (b), (c), or (d) above after an employee has obtained that certification or before the employee has received the certification but has received approval for the course and later obtains the certification, the employee will continue to be paid the premium for that certification until their current certification expires or the expiration of the current bargaining agreement, whichever occurs first.
- h. The Company will provide up to twenty-four (24) hours lost wages per calendar year for certification testing associated with Sections (a) to (d) above.

## ARTICLE 22 GROUP INSURANCE

Section 1. For the remainder of **2022**, benefits and rates shall remain the same as they have been since the beginning of **2022**. **Thereafter, through the term of the contract**, the benefit levels and costs (including premiums, HSA contributions, surcharges or assessments) of all insurance benefits offered by the Company will be the same as those offered to nonbargaining employees as amended each year in the sole discretion the Company, except for the cost of the 1850 plan set forth in **Paragraph 3**. In addition, the life insurance, accidental death and dismemberment benefits and long-term disability benefits provided at no cost to the employees in **2022** shall not be reduced below the level provided in **2022** for the life of the contract.

Section 2. Except as otherwise set forth in this Article, plans will be administered solely in accordance with the provisions of each plan. The selection of the plan administrator, the selection of carriers, the administration of the plans and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

**Section 3.** The Company shall offer an 1850 Plan throughout the duration of the contract. The plan features (deductibles and out of pocket maximums) shall remain substantially similar **(except as set forth below)** throughout the duration of the contract as in effect in **2022** except: 1) the Company HSA contributions of \$600 yearly shall be offered to Plan Participants, and 2) to the extent the plan features in the 1850 Plan that are offered to non-bargaining employees are improved in the aggregate, the Employees shall receive such changes. In **2023** through the term of the contract, the monthly premium of the 1850 medical insurance plan shall be split 68/32% between the Company and Employee, respectively. **If the laws or regulations on high deductible healthcare plans change in such a way that the 1850 Plan, as currently designed, does not qualify as a HDHP, the 1850 Plan and deductibles shall be adjusted to the amount required to maintain HDHP status.**

**Section 4.** Notwithstanding the forgoing, all employees enrolled in any health plans shall be subject to any assessments, surcharges or wellness requirements that are applicable to nonbargaining employees.

**Section 5.** Any employee who retires will be entitled as a retiree to medical insurance coverage equivalent to that provided to similarly situated retired Windstream Nebraska personnel.

## ARTICLE 23 SUBCONTRACTING

Effective on and after January 1, 2003, the Company agrees that it will not contract out craft work to non-Windstream organizations to the extent and degree that it would cause the layoff of any regular full-time or part-time employee who regularly performs such work at the location of the contracting. The fact that such contractor(s) may have been on the property for a long time in advance of the force surplus is not relevant.

The Company will notify the Local Union when contractor's employees are brought in to perform maintenance work. The notice shall identify the contractor and the type of work which the Company intends to have the contractor perform.

## ARTICLE 24 FORCE ADJUSTMENT

### Section 1. Notice

(a) The Company will give the Union as much notice as reasonably possible, but not less than thirty (30) calendar days, in writing, that it is necessary to reduce the number of

employees in a particular job classification and/or work location. The reduction may be due to technological change or other reasons which require a reduction for an extended period of time.

(b) Whenever the term "where vacancies exist" is used, it will be deemed to include vacant positions identified by the Company whether or not previously posted as vacant.

(c) After such notice has been given to the Union, the Company may take the following actions in the order indicated to prevent, to the extent possible, the layoff of regular employees:

1. Discontinue the use of Occasional Employees in the job classifications and work locations affected.
2. Discontinue the use of Temporary Employees in the job classifications and work locations affected.
3. Discontinue the use of Seasonal Employees in the job classifications and work locations affected.
4. Return all employees to their regular job assignments within respective titles.
5. Transfer Regular Employees, taking into consideration the skill and ability of employees to perform the work, within the same job classification from the affected work locations to other work locations in the same exchange where vacancies exist. Except for employees with particular skill and ability, as determined by the Company, needed in the work location affected, employees will be asked in order of seniority if they wish to transfer and if no employees indicate a willingness to transfer, the least senior employees having the necessary skill and ability will be transferred.
6. Within 10 calendar days following notification to the Union, the Company will offer Regular Full time and Part-time employees in the affected job classification and 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 work location where the surplus exists by notifying the Company within ten (10) calendar days.
7. If a surplus still exists, the Company will notify all employees in the affected job classification regardless of location that a surplus continues to exist and offer Voluntary Termination/Severance Pay. Employees may elect to voluntarily terminate in order of seniority, to the extent necessary to relieve the surplus in the classification where the surplus exists by notifying the Company within ten (10) calendar days. This may mean that a senior employee in a work location other than the surplus work location will be permitted to elect voluntary severance, so long as other employees are willing to move to replace the senior employee so electing and so long as the surplus is relieved (at the work location where surplus exists) with the Company having the required number of employees in the classification at the required

work locations.

8. For purposes of making the force reduction process as efficient as possible, upon giving the Union the notice referred to in Section 1(a), the Company will send email notification to each bargaining unit employee that a surplus exists and his/her ability to notify the Company in writing within ten (10) calendar days of his/her interest in Voluntary Termination/Severance Pay should the surplus reach their work group/location. However, the process will be administered, separately, with respect to each job classification, and no employee will be entitled to elect Voluntary Termination/Severance Pay except to relieve a surplus within his/her job classification.
9. Any employee electing Voluntary Termination/Severance Pay under this subparagraph shall have no right to recall and shall be paid severance in the amount specified in Section 3, below, or 52 weeks pay, whichever is the lesser.

## Section 2. Layoff and Reassignment

(a) After the above actions have been taken, if further force adjustment is necessary, Regular Employees in the job classifications and work locations affected will be laid off in inverse order of Company seniority, insofar as the Company can, taking into consideration the skill and ability, as determined by the Company, of the employees required to perform the work, unless any of such employees have the skill and ability, as determined by the Company, to fill a job classification with the same or lower rate of pay, or a job classification with a higher rate of pay previously held, which is vacant or being held by an employee with less Company seniority. Any employee with such skill and ability will be assigned to such job classification. In likewise fashion, any employee displaced by any such assignment who has the skill and ability, as determined by the Company, to fill a job classification with the same or lower rate of pay, or a job classification with a higher rate of pay previously held, still vacant after the above actions have been taken or being held by an employee with less Company seniority will be assigned to such job classification. Whether the other job classifications have the same, lower, or higher rate of pay will be determined by comparing the top rates of the employee's existing wage schedule and the lower wage schedule for the new job classification. Any employee who believes he/she is qualified for, and desires consideration for employment in, any such job classification shall have the responsibility of notifying the Company in writing to such effect. Such notification shall be on the Interest/Qualification Form For Assignment which once received by the Company shall be used for any assignments made under a particular force adjustment action. Once the Company decides that an employee will be reassigned, he/she shall be given written notice, and the employee shall have three (3) working days from receipt of notice to elect the reassignment or layoff. Once the final reassignment/layoff mix or result is determined, the Union will be given notice, and the reassignments/layoffs shall occur at the conclusion of the last day of the work week following the week in which such notice is given.

(b) If employees are assigned to another job classification where the basic rate of pay is less than the current basic rate of the employee's former job classification, such employees shall have the wage reduction schedule provided below applied to their rates unless the

difference in basic rate of pay is \$10.00 per week or less where the wage reduction will be immediate.

Length of Net Credited Service	Wage Reduction*	Weeks
0-5 Years	Full	1 (immediately)
5-10 years	½	1-4
	½	5-8
	¾	9-13
	Full	14+
10+ years	¼	1-13
	½	14-26
	Full	27+

\*Extent of reduction of initial total difference with minimum incremental reduction of ten dollars (\$10.00) per week to be determined on the date of assignment under the Force Adjustment Policy for employees affected by such action.

The reductions in the basic rate are effective for the periods following assignment as shown and are based on the difference in the appropriate basic rates for the two (2) jobs as of the date of assignment. After the date of the assignment any subsequent wage increases for the job classification the affected employee is being assigned from will not affect his/her wage rate or his/her reduction amounts on the wage reduction schedule.

### Section 3. Termination/Severance Pay

(a) Regular Employees laid off because of lack of work shall be paid at termination of employment a termination allowance based on years of net credited service in accordance with the following schedule:

Term of Employment	Termination Allowance (Equivalent of Basic Weekly Wages for)
1 year and less than 2 years	2 weeks
2 years and less than 3 years	4 weeks
3 years and less than 4 years	6 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	12 weeks
7 years and less than 8 years	14 weeks
8 years and less than 9 years	16 weeks
9 years and less than 10 years	18 weeks
10 years and less than 11 years	20 weeks
11 years and less than 12 years	22 weeks
12 years and less than 13 years	24 weeks
13 years and less than 17 years	*26 weeks
17 years and less than 18 years	27 weeks
18 years and less than 19 years	30 weeks
19 years and less than 20 years	33 weeks



20 or more years Plus 3 additional weeks for each year over 20.	36 weeks
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\*Employees hired on or after October 16, 2010 will be capped at twenty-six (26) weeks maximum severance payout.

(b) Termination allowance for Regular Part-time Employees and Regular Full-time Employees who have been classified as Part-time Employees during any part of the six (6) months immediately preceding the date of layoff shall be determined to the nearest quarter ( $\frac{1}{4}$ ) hour by figuring the average weekly hours paid during such six (6) month period. (Any hour paid at a premium rate shall be counted as one (1) hour.)

(c) Such termination allowance shall be in addition to earned pay and vacation pay to which employees may be eligible, and without regard to unemployment compensation; subject, however, to the following provisions:

1. An employee who has once been paid termination allowances in accordance with the above schedule has been recalled or reemployed and again laid off, shall receive payments computed on the basis of his/her total net credited service less the payments previously received.
2. If an employee who has received a termination allowance is recalled or reemployed as a Regular Employee or employed as an Occasional or Temporary Employee, and the number of weeks since the effective date of his/her layoff is less than the number of weeks upon which the termination allowance was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance by the Company and shall be repaid to the Company starting with the date of the employee's return to work. Such repayment shall be made by payroll deductions at the rate of not less than ten percent (10%) of his/her new weekly rate for a Regular Full-time Employee and upon actual hours paid for an Occasional, Temporary, or Regular Part-time Employee.

Section 4. Net Credited Service and the Company seniority of any employee affected by a particular force adjustment action will be fixed for force adjustment purposes as of the date of each force adjustment action step for the duration of that step.

Net Credited Service and Company seniority of any laid off employee shall cease to accumulate on the effective date of layoff, but any period of layoff will be regarded as a deductible period of absence pursuant to Section 3 of Article 3 of the Labor Agreement, if the laid off employee returns to work as a Regular Employee upon recall by the Company within three (3) years from the effective date of layoff, and in any other event is subject to being bridged according to Section 3 of Article 3 of the Labor Agreement.

## Section 5. Choice of Tours, Vacation and Holiday

Under this Policy, all Regular Full-time or Part-time Employees will retain their Company seniority except that the assignment of tour at the new location will be subject to the following provisions: (a) employees shall be given a tour to which their Company seniority entitles them at the next bid period, even though this requires moving employees with less seniority, and (b) a reasonable length of time shall be allowed for any necessary training or retraining prior to assignment to the appropriate tour. If the employee has any scheduled vacation or optional holidays remaining for the year, he/she will retain up to one (1) full week of scheduled vacation with the remainder of such scheduled vacation, optional holidays and single vacation days being subject to change in the event of conflicts with the vacation and optional holiday schedules of the new work group to meet service requirements as determined by the Company.

## Section 6. Reassignment

Any employee who has received assignment under this Policy shall have preference, in order of Company seniority, for reassignment, based on skill and ability as determined by the Company, to a vacancy in his/her former job classification and former work location from which he/she was assigned for a period of thirty-six (36) months from the date the Company informs the employee of his/her assignment from the job classification where the vacancy subsequently occurs. Any employee who rejects such reassignment shall forfeit any preference for reassignment to future vacancies in such former job classification and former work location. For the same period any assigned employee will be considered first, in order of Company seniority, for reassignment to any vacancy in his/her former job classification in a different work location. However, the Company reserves the right to select an applicant that is better qualified; such occurrences will be discussed with the Union. An employee's acceptance to fill such a job vacancy shall not prevent him/her from being reassigned to his/her former job classification and former work location under the above criteria.

Under this Policy, assignments, reassignments, or recalls to any vacancies will normally occur without use of the posting and selection procedures set forth in Section 1(a) of Article 18 of the Labor Agreement.

## Section 7. Recall

If any vacancy is not filled by Company reassignment, laid off employees with the skill and ability, to perform such job classification, and who have previously held the job, will be requested to return to work as Regular Employees pursuant to the recall procedure provided in (a) and (b) below. If the vacancy is still not filled it will be posted and bid with concurrent consideration of laid off and active employees. Any laid off employee who (a) fails to return to work as a Regular Employee upon the giving by the Company of a recall notice within three (3) years from his/her effective date of layoff, or (b) cannot be located by the Company within seven (7) days after the posted date of a registered letter from the Company mailed within three (3) years from his/her effective date of layoff to his/her last known address requesting that the employee return to work, or (c) fails or refuses to keep the Company informed of his/her post office address during a layoff, or (d) is not given a recall notice to return to work as a Regular

Employee within three (3) years from his/her effective date of layoff, shall have no further rights of employment under the recall procedure. In addition, the Net Credited Service and the Company seniority of any laid off employee meeting any of conditions (a) through (d), above, shall be considered a break in service pursuant to Section 3 of Article 3 of the Labor Agreement and broken and lost pursuant to Section 1(a)(2) of Article 5 of the Labor Agreement effective the date of the occurrence of the earliest of any of such conditions (a) through (d).

#### Section 8. Wage Treatment

Wage treatment for employees assigned or reassigned under this Policy will be as provided in Section 1(b) of Article 18 of the Labor Agreement. However, the wage treatment of any Regular Employee who has been employed continuously since October 15, 1983, and who is transferred or assigned to a job classification where a "blue circled" employee's wage schedule is in effect will be determined on the basis of the "blue circled" employee's wage schedule of the new job classification unless that wage schedule is higher than the wage schedule of his/her former job classification (excepting a job classification with a higher "blue circled" employee's wage schedule previously held).

Wage treatment for any employee recalled within three (3) years from the effective date of layoff under this Policy will be as follows: (a) when recalled to his/her former job classification from which laid off, he/she shall be placed on the same progression step as when laid off, and (b) when recalled to any other job classification he/she shall be paid the same wage as he/she would be entitled to receive under Section 1(b) of Article 18 of the Labor Agreement if he/she had been assigned to said other job classification from the former job classification from which laid off on the effective date of the employee's return to work.

If the employee had been employed continuously since October 15, 1983 until being laid off, was a "blue circled" employee on the date prior to being laid off and is recalled to his/her former job classification from which laid off, he/she will be placed on the "blue circled" employee's wage schedule. If the employee had been employed continuously since October 15, 1983 until being laid off whether or not as a "blue circled" employee and is recalled to any other job classification where a "blue circled" employees' wage schedule is in effect, he/she will be placed on the "blue circled" employees' wage schedule of the new job classification unless that wage schedule is higher than the wage schedule of his/her job classification from which he/she was laid off (excepting a job classification with a higher "blue circled" employee's wage schedule previously held).

#### Section 9. Benefits

Upon layoff, an employee's life, AD&D, supplemental life and AD&D, and group accident plan benefits cease on the last day of the month of layoff. Upon recall within three (3) years from date of layoff, such benefits will be reinstated effective the first day of the month following recall.

#### Section 10. Use of Temporary or Occasional Employees

The Policy will not limit the Company in employing Occasional or Temporary Employees to maintain work schedules and to meet emergencies and irregular peak loads. If laid

off employees are employed as Occasional or Temporary Employees, they shall be treated like new employees except that wage treatment shall be as provided in Section 1(b) of Article 18 of the Labor Agreement during the three (3) years following the date of layoff. Any laid off employee employed as an Occasional or Temporary Employee within three (3) years from his/her effective date of layoff shall not lose any right he/she may have under this Policy for recall as a Regular Employee.

Wage treatment for employees in job classifications where "blue circled" employees' wage schedules are in effect will be determined as provided for any employee transferred or assigned in Section 8 of this Policy.

#### Section 11. Grievance and Arbitration

Any determination by the Company of the job classifications and work locations in which force reductions are necessary, the number of employees in such classifications and locations who are considered to be so affected, the reduction of such employees in affected work locations by attrition, the period during which an employee, if he/she so elects, shall retire from the Company shall not be subject to the grievance procedure and arbitration provided by the Labor Agreement. However, the application of the provisions of this Policy to a particular employee or employees shall be subject to such grievance procedure and arbitration.

#### Section 12. Seniority at Recall

If a laid off employee returns to work upon recall as a regular employee within three (3) years from his/her effective date of layoff, he/she will be eligible for the same benefits for which he/she was eligible at the date of layoff. Such employee's seniority shall be bridged immediately. For absences greater than three (3) years, the seniority shall be bridged as outlined in Article 3 Section 3 (b).

### ARTICLE 25 RETIREMENT PLANS

**Section 1.** The Windstream Pension Plan covering employees of CWA 7470 (sometimes referred to as the old Aliant Plan) was frozen December 31, 2018.

**Section 2. 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 except for the terms agreed to during negotiations.

The Company will make contributions to employees as follows: Employees who participate in Windstream 401k Plan are eligible for an employer match equal to 100% of the contributions the employee makes on the first three percent (3%) of his/her eligible compensation plus fifty percent (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 **in accordance with the standard Company 401k rules, but no less frequently than as soon as administratively practicable after the end of each quarter.**

**To the extent the Employer match offered to non-bargaining employees is improved in the aggregate, the bargained for employees shall receive such changes.**

**Section 3.** New employees shall be automatically enrolled in the Windstream 401k at the rate of 2% of eligible 401k wages unless employee chooses a different amount.

**Section 4.** A lump sum optional form of payment **was** added to the Windstream Pension Plan **in 2017. The Lump Sum form of payment** may be elected in accordance with the Plan terms and IRS requirements, including spousal consent, and the value of which shall be based on the participant's age 65 accrued benefit (or actual age, if later) and the IRS applicable mortality table and applicable interest rate, as amended from time to time.

#### ARTICLE 26 EDUCATIONAL ASSISTANCE

Windstream Nebraska, Inc. and Nebraska Systems of the Midwest, Inc. encourage the educational growth and development of its employees by sponsoring the Educational Assistance Plan (the "EAP"). Employees will be eligible for benefits as outlined in the plan provisions.

Reimbursement for an eligible employee may not exceed a maximum of \$2,500 per calendar year for the life of the Agreement. However, 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 \$2,500 maximum).

#### ARTICLE 27 DURATION OF AGREEMENT

Section 1. This Agreement constitutes the complete contract between the Company and the Union and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

Section 2. This Agreement shall commence and be binding upon the parties hereto and each of them and their successors and assigns from the 16<sup>th</sup> day of October, 2022, to the 15<sup>th</sup> day of October, **2025**, and shall continue in force thereafter from month to month until termination by at least a sixty-day (60) written notice sent by either party hereto to the other party.

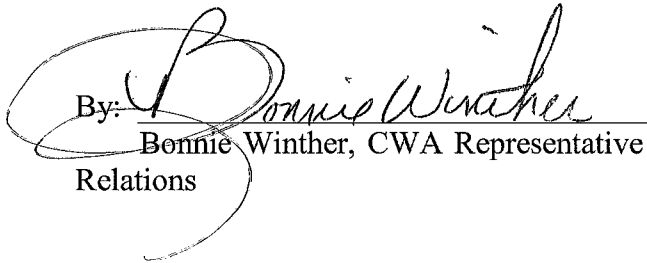
#### ARTICLE 28 MANAGEMENT RIGHTS


The right to hire, promote, transfer, discharge, or discipline for just cause and to maintain discipline and efficiency of employees is the responsibility of the Company in accordance with the provisions of this Agreement. In promotions, transfers, and demotions, equal consideration shall be given to length of service, demonstrated ability and fitness for the work.

In witness whereof this agreement is made and entered into this 16<sup>th</sup> day of October, 2022 by and between Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc. and the Communications Workers of America.

COMMUNICATIONS  
WORKERS OF AMERICA

WINDSTREAM NEBRASKA, INC. and  
WINDSTREAM SYSTEMS OF THE  
MIDWEST, INC.

By:   
Bonnie Winther, CWA Representative  
Relations

  
By: \_\_\_\_\_  
Bruce Hurlbut, Director Labor

APPENDIX 1  
WAGE SCHEDULES

Schedule 04

Cable Technician  
Construction Technician  
Customer Service Technician  
Special Service Test Technician  
Technician-Digital Services  
Technician-Network Switching  
Technician-Network Transport  
Building Maintenance Mechanic

	<u>Current</u>	<u>Effective 10/16/2022</u>	<u>Effective 10/16/2023</u>	<u>Effective 10/16/2024</u>
Start	24.63	25.86	26.64	27.17
End of 6 Months	26.39	27.71	28.54	29.11
End of 12 Months	28.21	29.62	30.51	31.12
End of 24 Months	30.19	31.70	32.65	33.30
End of 36 Months	32.32	33.94	34.96	35.66
End of 48 Months	34.57	36.30	37.39	38.14
End of 60 Months	37.00	38.85	40.02	40.82

APPENDIX 1  
WAGE SCHEDULES

Schedule 05

Frame Attendant

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	19.07	20.02	20.62	21.03
End of 6 Months	20.22	21.23	21.87	22.31
End of 12 Months	21.41	22.48	23.15	23.61
End of 24 Months	22.70	23.84	24.56	25.05
End of 36 Months	24.04	25.24	26.00	26.52
End of 48 Months	25.49	26.76	27.56	28.11
End of 60 Months	27.03	28.38	29.23	29.81



APPENDIX 1

WAGE SCHEDULES

Schedule 06

Retail Sales Consultant

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	14.42	15.14	15.59	15.90
End of 6 Months	15.44	16.21	16.70	17.03
End of 12 Months	16.46	17.28	17.80	18.16
End of 24 Months	17.49	18.36	18.91	19.29
End of 36 Months	18.51	19.44	20.02	20.42
End of 48 Months	19.52	20.50	21.12	21.54
End of 60 Months	20.56	21.59	22.24	22.68

APPENDIX 1  
WAGE SCHEDULES  
Schedule 11  
Network Construction  
(Seasonal Employee)

	<u>Current</u>	<u>Effective 10/16/2022</u>	<u>Effective 10/16/2023</u>	<u>Effective 10/16/2024</u>
Start	13.73	14.42	14.85	15.15
End of 12 Months	16.09	16.89	17.40	17.75
End of 24 Months	20.08	21.08	21.71	22.14

APPENDIX 1

WAGE SCHEDULES

Schedule 17

Materials Distribution Specialist

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	21.38	22.45	23.12	23.58
End of 6 Months	22.65	23.78	24.49	24.98
End of 12 Months	23.99	25.19	25.95	26.47
End of 24 Months	25.44	26.71	27.51	28.06
End of 36 Months	26.96	28.31	29.16	29.74
End of 48 Months	28.60	30.03	30.93	31.55

APPENDIX 1

WAGE SCHEDULES

Schedule 21

Utility Service Attendant

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	16.40	17.22	17.74	18.09
End of 6 Months	17.39	18.26	18.81	19.19
End of 12 Months	18.41	19.33	19.91	20.31
End of 24 Months	19.53	20.51	21.13	21.55
End of 36 Months	20.71	21.75	22.40	22.85
End of 48 Months	21.94	23.04	23.73	24.20
Blue Circle Rate	23.10	24.26	24.99	25.49

APPENDIX 1

WAGE SCHEDULES

Schedule 55

Service Representative

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	19.96	20.96	21.59	22.02
End of 6 Months	21.17	22.23	22.90	23.36
End of 12 Months	22.47	23.59	24.30	24.79
End of 24 Months	23.80	24.99	25.74	26.25
End of 36 Months	25.21	26.47	27.26	27.81
End of 48 Months	26.73	28.07	28.91	29.49
End of 60 Months	28.31	29.73	30.62	31.23

APPENDIX 1

WAGE SCHEDULES

Schedule 61

Clerk

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	16.43	17.25	17.77	18.13
End of 6 Months	17.43	18.30	18.85	19.23
End of 12 Months	18.48	19.40	19.98	20.38
End of 24 Months	19.57	20.55	21.17	21.59
End of 36 Months	20.76	21.80	22.45	22.90
End of 48 Months	21.99	23.09	23.78	24.26
End of 60 Months	24.16	25.37	26.13	26.65

APPENDIX 1

WAGE SCHEDULES

Schedule 01

Business Systems Technician II

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	26.56	27.89	28.73	29.30
End of 6 Months	28.16	29.57	30.46	31.07
End of 12 Months	29.86	31.35	32.29	32.94
End of 24 Months	31.67	33.25	34.25	34.94
End of 36 Months	33.22	34.88	35.93	36.65
End of 48 Months	35.24	37.00	38.11	38.87
End of 60 Months	37.38	39.25	40.43	41.24

APPENDIX 1

WAGE SCHEDULES

Schedule 02

Business Systems Technician I

	<b><u>Current</u></b>	<b><u>Effective 10/16/2022</u></b>	<b><u>Effective 10/16/2023</u></b>	<b><u>Effective 10/16/2024</u></b>
Start	23.03	24.18	24.91	25.41
End of 6 Months	24.41	25.63	26.40	26.93
End of 12 Months	25.88	27.17	27.99	28.55
End of 24 Months	27.45	28.82	29.68	30.27
End of 36 Months	29.08	30.53	31.45	32.08
End of 48 Months	30.79	32.33	33.30	33.97
End of 60 Months	32.41	34.03	35.05	35.75



## Appendix 2

### Field Service Technician Wage Schedule

Wage schedule for Field Service Technicians (FST), as follows:

#### Schedule 010

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

1. A position and wage schedule is established for Field Service Technicians (FST), Schedule 010.
2. Schedule 010 is not subject to the annual wage increases bargained for other wage schedules.
3. The Company may hire **or promote** onto any tier of the 010 or 04 schedule (**as described in Paragraph 7**) based upon the applicant's/**employee's** experience, skill, or market conditions.
4. Only applicants for jobs posted after December 1, 2019 are eligible for the 010 schedule.
5. All bargaining unit employees that are hired (or rehired, whichever is later) before December 1, 2019 that apply for and are awarded a FST position shall be paid the 04 wage.
6. At no time shall the number of FSTs exceed thirty-five percent (35%) of the CST workforce. When the number of FSTs exceeds thirty-five percent (35%) of the CST workforce, an FST will be promoted into a CST position based on the qualifications set forth in Article 18, Section 1(a).
7. CSTs promoted from the FST position shall be paid at the 04 schedule step closest to and above their prior 010 rate of pay.
8. The job responsibilities of the FST shall primarily be installation, upgrade orders and trouble tickets.

9. FSTs will be given preference on a posted CST position prior to hiring from outside the bargaining unit.

10. If a technician (other than an FST) is forced to accept an FST position due to the force adjustment process, the bargaining unit employee entering into the FST title will be placed on the 04 Wage schedule.

11. Overtime will be offered to CSTs prior to being offered to FSTs in the same work group.

12. In the event of a layoff, any employee who was hired before **October 15, 2022** that is subsequently recalled into an FST or CST position shall be recalled to 04 wage schedule.

If no successor memorandum is mutually agreed to during negotiations in **2025**, any Employee currently on the Wage Schedule 010 will be placed on the 04 schedule at the step closest and above their current rate of pay.

### APPENDIX 3

#### TABLE OF MONTHLY RETIREMENT BENEFITS

The following tables contain monthly retirement values per year of credited service for each Pension Band. The three columns in the tables identify rates to be multiplied by the applicable number of years of Credited Service.

- The rates in the first column are for the first 25 years or portion thereof.
- The rates in the second column are for the next five years or portion thereof.
- The rates in the third column are for only the years in excess of 30.

Table A - Applicable To Retirements Commencing  
Due To Termination Of Employment  
On Or After January 1, 2007 And Subsequent Years

### APPENDIX 3

TABLE A

TABLE OF MONTHLY RETIREMENT BENEFITS  
 APPLICABLE TO RETIREMENTS COMMENCING  
 DUE TO TERMINATION OF EMPLOYMENT  
 ON OR AFTER JANUARY 1, 2007 AND SUBSEQUENT YEARS

Pension Band	First 25 Years	Years 25.001 Through 30	Years After 30.001
1-6	No Longer Used	No Longer Used	No Longer Used
7	34.87	36.64	38.38
8	36.06	37.86	39.69
9	37.25	39.11	40.96
10	38.39	40.36	42.24
11	39.57	41.58	43.55
12	40.74	42.79	44.81
13	41.94	44.02	46.13
14	43.14	45.25	47.41
15	44.26	46.49	48.69
16	45.44	47.74	49.99
17	46.62	48.93	51.30
18	47.79	50.20	52.55
19	48.94	51.40	53.87
20	50.14	52.65	55.19
21	51.32	53.91	56.45

\* The above chart is a tool to estimate pension amounts as noted in Article 2, Section 4. Please refer to the Windstream Corporation Pension Plan Summary Plan Description Booklet for Nebraska Bargaining employees for additional information. Plan terms prevail.

**Appendix 4**

WINDSTREAM NEBRASKA, INC., AND WINDSTREAM SYSTEMS OF THE MIDWEST,  
INC.  
AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL 7470

MEMORANDUM OF AGREEMENT

The Company will provide 50% discount for the life of the contract on all Windstream branded products and services in accordance with the Employee Discount Plan presented in bargaining and implemented on August 16, 2016, with no impact on future retiree concessions in place as of October 15, 2016.

Appendix 5

**Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc.**

**And**  
**Communications Workers of America**  
**Local Union 7470**

Memorandum of Agreement  
Military Leave

This Memorandum of Agreement is entered into as of October 16, 2007 between Communication Workers of America ("CWA" or the "Union") and Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc. ("Company"). This Agreement shall be effective for the term of the Labor Agreement, unless otherwise mutually agreed in writing by the parties.

Article 6 – Section 9 of the Collective Bargaining Agreement outlines the benefits provided to employees entering the military service of the United States. From time to time, the Company may provide enhanced benefits to employees called to active service in support of specific operations.

Since June 2003 the Company has provided an enhanced military leave policy intended to supplement the pay of our employees called to active service in support of Operation Iraqi Freedom (OIF), Operation Enduring Freedom (OEF), and Operation Noble Eagle (ONE). If the employee receives supplemental pay through this policy for twenty-four months, the Company reserves the right to review the particular circumstances and may discontinue the supplemental payment.

If the Company decides to change, reduce, or eliminate this enhanced program, the Company will notify the Union, in writing, and the current Collective Bargaining Agreement provisions will apply.


**Windstream Nebraska, Inc.**

**Communications Workers of America  
Local 7470**



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Bruce Hurlbut  
Director – Labor Relations



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Bonnie Winther  
CWA Representative

Appendix 6

**Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc**

**And**

**Communications Workers of America**  
**Local Union 7470**

**Memorandum of Agreement**  
**Evolving Technologies**

This Memorandum of Agreement is entered into as of October 16, 2007 between Communications Workers of America (“CWA” or the “Union”) and Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc. (“Company”). This Agreement shall be effective for the life of the Labor Agreement, unless otherwise mutually agreed in writing by the parties.

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

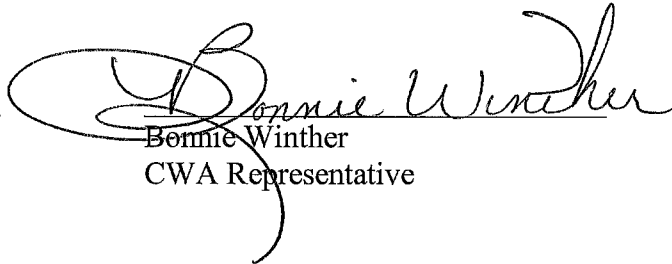
The Company agrees to provide appropriate training on evolving technologies for that work the parties mutually agree is best performed by employees represented by the Union.

**Windstream Nebraska, Inc.**

**Communications Workers of America**  
**Local 7470**



Bruce Hurlbut  
Director – Labor Relations



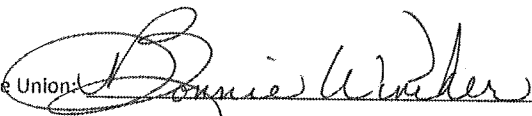
Bonnie Winther  
CWA Representative

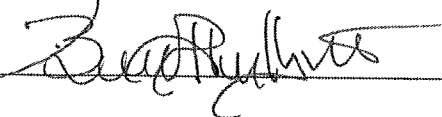
WINDSTREAM NEBRASKA, INC. AND  
WINDSTREAM SYSTEMS OF THE MIDWEST  
AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL UNION 7470

**Memorandum of Agreement  
Iowa Assignments**

Windstream ("Company") and the CWA, and CWA Local 7470 (together the "Union") agree to enter into this Memorandum of Agreement (MOA) regarding travel to work in Iowa. This MOA shall not apply to Construction employees. The Company and the Union agree:

- A. The Company has the right to require employees to work in Iowa until the expiration of this MOA.
- B. Before the Company requires an employee to work in Iowa, the Company will seek volunteers.
- C. The Company shall force employees in reverse order of seniority.
- D. Forced employees shall only be required to work in Iowa for up to one week at a time and the next most junior employees shall be forced for the following week. Once all the employees are forced, the Company shall restart at the bottom of the seniority list.
- E. Employees will be given a minimum of five (5) business days' notice of the force.
- F. If employees forced to work in Iowa are also required to travel on a Sunday, the travel on Sunday shall be paid as premium pay.
- G. Employees working in Iowa that require an overnight stay shall be paid a per diem in accordance with Article 15.
- H. The Company will notify the Local Union President of any employee forced to work in Iowa.
- I. This MOA shall expire on October 15, 2023, unless mutually extended by the Parties.

For The Union:  Date: 10.4.2022

For The Company:  Date: 10/4/2022



**WINDSTREAM NEBRASKA, INC. and WINDSTREAM SYSTEMS OF THE  
MIDWEST, INC. COMMUNICATIONS, LLC.  
and  
COMMUNICATIONS WORKERS OF AMERICA**

**Memorandum of Agreement**

**Establishing a Construction Technician Classification**

Windstream Nebraska, Inc. and Windstream Systems of the Midwest, Inc. ("Company") and the CWA ("Union") agree to reinstate the Construction Technician classification. All terms and conditions of the CBA shall apply to Construction Technicians except as otherwise set forth below:

1. Construction Technicians' primary work will be construction, rehabilitation and upgrading of the Company's telecommunication facilities. The Company may assign other work, including work primarily done by other classifications in the bargaining unit when required by service demand.
2. Construction Technicians may be required to travel to work at locations outside the exchanges covered by the bargaining unit and may be assigned to work in any areas including those represented by either the CWA or IBEW and their respective Locals. Except in the cases of an emergency, the Company will provide seven (7) days' notice, to the Local President, when Construction Technicians are assigned to work outside their normal reporting location for greater than one (1) work week. Additionally, the Company will provide one day (1) days' notice when Construction Technician(s) are to be assigned to work outside of their normal reporting location for less than one (1) week. The Company will advise the Local of the details of the assignment, the number of technicians to be assigned, the location(s) involved, and the anticipated duration of the assignment. The Company will provide transportation and paid time for the Construction Technician to travel to his/her home at least every three weeks while loaned to work in locations outside the exchanges covered by the bargaining unit.
3. The Union agrees that Company Construction Technicians represented by the CWA and IBEW in bargaining units outside the CBA may conduct work in the exchanges covered by this CBA, provided that such work shall not cause the lay-off of any employee in the bargaining unit that regularly performs the same work. Furthermore, work performed by such outside Technicians will not be permanent and will not be performed for more than 180 days continuous assignment without the consent of the Union.
4. The Company may assign Construction Technicians to on-call (stand-by) duty including areas outside the geographic scope of this unit. On-call duty will be rotated among employees or crews or shared with other CWA or IBEW bargaining units at the discretion of the Company. On-call will be paid according to the contract.
5. Construction Technicians will be required to work overtime at the direction of the Company.

6. The provisions contained herein shall prevail if in conflict with any provision of the CBA. Alleged breaches of this MOA is subject to the Grievance and Arbitration procedure contained in the CBA.

For the Union Bonnie Winkler

Date: 10.4.22

For the Company: [Signature]

Date: Oct. 4 2022