

AGREEMENT

BETWEEN

**WINDSTREAM PENNSYLVANIA, LLC
(BROOKVILLE-KNOX-ENON VALLEY SERVICE AREAS)**

AND

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 13000**

**Effective
October 1, 2021 through September 30, 2024**

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, **2021**, by and between WINDSTREAM PENNSYLVANIA, LLC, its successors or assigns, hereinafter referred to as the “Company”, and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the “Union”.

ARTICLE 1

Recognition

The Company recognizes the Union, for the purposes of collective bargaining with respect to wages, rates of pay, hours and other conditions of employment, as the sole and exclusive bargaining representative of all employees of the Brookville-Knox-Enon Valley Service Area of Windstream Pennsylvania, LLC, excluding all managerial employees, confidential employees, professional employees, engineers (**except Maintenance Engineers which are recognized**), guards, and supervisors as defined in the National Labor Relations Act. With supervisory approval, the Union Steward may meet privately with newly hired personnel in person or by telephone for **thirty (30)** minutes without loss of pay within fifteen (15) days of the employee’s hire date in order to receive information about the Union.

ARTICLE 2

Definitions

“Probationary employee” means newly hired employees who have six (6) months within which to meet the Company’s employment standards, providing however, that additional

probationary period may be granted in writing, not to exceed six additional months, in which to comply. Continuance of employment during this period or periods shall not be subject to the grievance or arbitration provisions.

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

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

“Temporary employee” means one who is engaged for a specific project or a time period, with the definite understanding that employment is to terminate upon completion of the project or at the end of the period.

“Occasional employees” is a person engaged to perform work wherein there is no regular schedule of work or who temporarily fills in for or supplements the work of regular employees on an occasional employment basis. Occasional employees are employees of the Company only on the specific individual days for which work assignments are scheduled. Occasional employees shall be engaged for a period of not more than three (3) consecutive weeks regardless of the length of their daily or weekly assignments.

ARTICLE 3

Union Security

Section 1. All regular employees who were members of the Union on July 22, 2003 and all regular employees hired after July 22, 2003 who are not members of the Union shall, as a condition of employment, commencing thirty (30) days after employment and continuing during the term of this Agreement while employed in the bargaining unit and so long as they remain nonmembers of the Union, pay to the Union each month a service charge as a contribution toward the cost of administration of this Agreement and the representation of such employees.

The amounts of such service charges shall be equivalent to the amounts required to be paid as Union initiation fees and dues by those employees who become members of the Union.

Section 2. The provisions of Section 1, above, shall not apply to part-time employees who average less than fifteen (15) hours work per week. Such provisions shall apply to a temporary employee only after he/she remains employed for a period in excess of six (6) months and he/she averages fifteen (15) or more hours per week.

ARTICLE 4

Deduction of Union Membership Dues

Section 1. The Company agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth below in an amount as certified to the Company by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes _____ to deduct from my wages an amount equal to one initiation fee and the regular dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America and remit the same to the Secretary-Treasurer of the Communications Workers of America or his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Company, or by written request by the Secretary-Treasurer of the Union to the Company's appropriate representative.

Residing Address

Signature of Employee

City or Town _____ Zip Code _____ State _____

Social Security No. _____

Date Received by Company _____ Date Effective _____

Section 2. Wherein errors occur either through failure to begin deductions of dues or to cease deductions, corrections will be made as of the date such error is discovered without retroactive payment or deduction one way or the other.

Section 3. The Union agrees that the Company assumes no responsibility in connection with deductions of dues except that of forwarding monies deducted as set forth in this Article 4.

Section 4. Annually, on or about February 15, the Company will provide the Local Union with a list of all employees in the bargaining unit, along with a designation of the employee's status, i.e., regular, part-time, temporary or occasional. On a monthly basis, the Company will notify the Local Union of any new hire, resignation, retirement, demotion, laterals, or promotion of a bargaining unit employee.

ARTICLE 5

Non-Discrimination

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

Section 2. The Company and the Union agree that there will be no discrimination against employees or applicants for employment for reasons of race, creed, color, sex, age, or national origin and further to comply with all local, state, or federal laws pertaining thereto and with the provisions of the Americans With Disabilities Act.

ARTICLE 6

Management of the Company

The management of the business and the direction of the working force shall remain with the Company including the right to hire, promote, and discharge for just cause, to use improved methods or equipment, to determine work assignments and tours, to decide the number of

employees needed at any particular time or place and to be the sole judge of the communications service rendered the public; provided, however, that this section will not be used for the purpose of discriminating against members of the Union nor shall it alter the meaning of any provision of this Agreement.

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

ARTICLE 7

Grievance Procedure

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

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

Step 1: Grievances of any employee or group of employees, when presented to the employee's immediate supervisor in writing, may be reviewed by the appropriate authorized representatives of the parties or their alternates at the supervisory level of the Company, and the representation level of the Union. The grievance shall set forth the act or occurrence complained of and, if the grievance involves a claimed contract violation, the Article alleged to have been violated. They shall meet within seven (7) calendar days after the presentation of the grievance, and a reply will be given within seven (7) calendar days from the time of the Step 1 meeting.

Step 2: If not satisfactorily settled at Step 1, the grievance may be appealed in writing to the designated authorized representative of the parties within fourteen (14) calendar days after receiving the reply in the first step. The appeal shall set forth the act or occurrence complained

of and, if the grievance involves a claimed contract violation, the Article alleged to have been violated. The grievance review shall be by the Area Manager, and the local unit president level or their designated alternates. Grievances at this level will be face-to-face if geographically feasible. The reply shall be within seven (7) calendar days from the time the grievance meeting is concluded. Said reply shall be in writing if a written reply is requested. Any settlement at Step 2 shall not be precedent setting.

Step 3: If not satisfactorily settled at the second step, the grievance may be appealed in writing to Human Resources within fourteen (14) calendar days after the reply in the second step is rendered. The grievance review shall be by the authorized representative of the Company and the Regional Vice President of the Union or their designated alternates. A review of the grievance shall be held within fourteen (14) calendar days from the time the written appeal is received. A written reply will be delivered by the eighth (8th) calendar day following the review of the grievance.

Section 3. Unless further delay is justified by extenuating circumstances or by mutual agreement no grievance will be considered unless presented within thirty (30) calendar days from the employee's or Union's knowledge of the disagreement.

Section 4. Any settlement at Step 1 and Step 2 shall be non-precedent setting.

Section 5. No grievance step shall be skipped without the mutual agreement of the Company and the Union.

Section 6. No grievance will be heard at a higher step in the grievance process by the same company decision maker as heard at an earlier step.

ARTICLE 8

Arbitration

Section 1. If a difference arises between the Union and the Company with respect to the intent, meaning and application of the provision of this Agreement or which the parties hereto have not resolved through a joint conference or the Grievance Procedure, Article 7, such difference may, at the request of the Union, be submitted to arbitration. Notice of a request for arbitration must be served on the Company and the American Arbitration Association within thirty (30) calendar days from the date of the Company's Step 3 grievance answer.

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

Section 3. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

Section 4. The decision of the arbitrator shall be final and binding upon the parties hereto as to questions of fact, but not as a conclusion of law.

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

Section 6. Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE 9

No Strike

The Union agrees that during the term of this Agreement neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Company agrees that during the same period there shall be no lockouts. The Company further agrees that no employee covered by this Agreement shall be required to work as a strike-breaker or asked to replace an employee who may be on strike at another location.

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

ARTICLE 10

Wages

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

Section 2. Upon promotion, lateral transfer, or demotion, pay treatment shall be as follows:

Situation	Treatment
(a) Upon being promoted (employee in progression at a step twelve or more months below the "Top" of present progression schedule).	Employee would assume rate at same "progression point" in higher schedule.

(b) Upon being promoted (employee at top or within 12 months of top and length of progression schedule are same).	Employee would assume rate 12 months below higher top.
(c) Upon lateral transfer.	No change in wage rate or wage review date.
(d) Upon transfer to lower rate job.	Employee would assume progression point in lower schedule with seniority.
(e) If the implementation of such paragraph (b), above, would not result in an increase in pay upon promotion.	Employee would assume the lowest progression point in new progression schedule which results in an increase in pay.

Section 3. Any employee who is assigned to be “in charge” of two (2) or more other employees shall receive an “in charge” rate of five percent (5%) of their basic rate of pay for hours worked “in charge”.

Section 4. Whenever an employee is assigned temporarily to a higher rated job for a consecutive period of four (4) hours or more, he/she shall be paid the hourly basic rate of pay applying to the job to which he/she is temporarily assigned and that his/her wage experience would otherwise entitle him/her had he/she been permanently promoted to the job.

Section 5. The Company shall have the right to establish new or changed job classifications and rates for same, and shall notify the CWA District 2-13 office of any such change or changes. The said new or changed job classification and/or rate shall be effective for a period of three (3) weeks. The Union shall have the right, within thirty (30) days from the termination of said three (3) week period, to file an objection to such new or changed job classification and/or rate. If such objection is filed, the parties shall meet to negotiate with respect to such objection. If no such objection is filed within the above time limitation, the Union and all employees shall be barred for the life of this Agreement. If such objection relates to the duties assigned to such new or changed job classification and negotiations fail to resolve such issue, the Union may avail itself to the grievance and arbitration procedures herein (Article

6 and 7) in order to determine if the Company has violated the spirit or intent of this Agreement by establishing such new or changed job classification and assigning thereto the duties in question.

Section 6. A training differential of five percent (5%) of the employee's basic wage rate shall be paid to any employee who is appointed as a trainer by a supervisor for the time the employee spends training another employee. Selection of the trainer shall be at management's discretion and to the extent possible will be rotated among qualified employees.

ARTICLE 11

Vacations

Section 1. All regular full time employees and part time employees are eligible for paid vacation based on their length of service.

Section 2. Following initial date of hire, new hires will receive vacation on the following schedule:

a. New Employees

- 1) If an employee is hired from January 1 until June 30, the employee shall receive one (1) week of vacation in the month in which the six (6) month anniversary occurs, 1 week of vacation on January 1 of the year after they are hired and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.
- 2) If an employee is hired from July 1 until December 31, the employee shall receive one (1) week of vacation in **the month in** which the six (6) month anniversary occurs and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.

- b. Two (2) weeks or ten (10) workdays – Begins the calendar year following the twelve (12) month anniversary.

- c. Three (3) weeks or fifteen (15) workdays – Begins with the calendar year of the employee’s fifth (5th) service anniversary.
- d. Four (4) weeks or twenty (20) workdays – Begins with the calendar year of the employee’s **thirteenth (13th)** service anniversary.
- e. Five (5) weeks or twenty-five (25) workdays – Begins with the calendar year of the employee’s twenty-fifth (25th) service anniversary.

Part-time employees are eligible for paid vacation on a prorated basis.

Section 3. Vacation schedules will be posted as soon as possible after November 1 of the preceding year and must be completed by January 31 of the vacation year.

Section 4. Vacations shall cover full calendar weeks and shall not extend beyond December 31, except (a) in those cases where the last week of a calendar year is scheduled as vacation and such work week overlaps into the following year or (b) an employee may elect to carry over a maximum of two (2) weeks vacation into the next calendar year, said two (2) weeks vacation to be taken before the end of February of that year.

Employees who are eligible for one (1) or two (2) weeks of vacation may elect to take such vacation on a day-at-a-time basis. Employees who are eligible for three (3) or more weeks vacation may elect to take four (4) weeks on a day-at-a-time basis. Employees may take **up to two (2) vacation days** in one-half (1/2) day increments annually. If this election is made, a full week(s) will be “reserved” and scheduled as part of and during the regular vacation selection process. The selection of “reserved” weeks shall be as a regular part of the process described in Section 5.

Upon **seven (7)** calendar days advance notice, single vacation days, prior to the employee’s “reserved” week(s), may then be granted to the employee on the basis of the earliest request. In extraordinary circumstances, an employee may be granted either a full or one-half a “reserved” vacation day upon as little as one (1) day advance request. When requesting single vacation day(s), the employee must identify the reserve day(s) the employee is releasing.

The full week(s) or portions of a week(s) that have not been used on a day at a time basis by the time the employee's "reserved" week(s) occurs must be taken during the "reserved" week(s) as scheduled. Where the employee has not used all five (5) days of such "reserved" week(s) by two (2) weeks in advance of such "reserved" week(s), he/she shall notify which day(s) of such "reserved" week(s) will be taken as vacation during such "reserved" week(s) or at such other time as deemed acceptable by the Company.

Section 5. The Company, consistent with the above, will offer to all eligible employees, in the order of their seniority, the choice of vacations from the vacation time available each week in their particular group in the following order:

- a. Employees who are eligible for two (2) weeks vacation in the current calendar year – two (2) weeks.
- b. Employees who are eligible for not more than one (1) week's vacation in the current calendar year – one (1) week.
- c. Employees who will have completed five (5) years service in the calendar year – one (1) additional week.
- d. Employees who have completed **thirteen (13)** years service in the calendar year – one (1) additional week.

If, after the selection of vacation has been completed, an employee desires to vacate a week or weeks which he/she has selected, such available time shall be re-posted and other employees in the vacation group shall be entitled to choose such time in the order of seniority.

Section 6. Pay for a full week of vacation shall be the basic weekly wage in effect at the time the vacation is taken, plus the weekly average of any hourly differentials received by the employee during each of the three (3) weeks preceding the week any vacation period or segment begins.

Section 7. Vacations shall cover full calendar weeks and shall not extend beyond December 31, except in those cases where the last week of a calendar year is scheduled as vacation and such work week overlaps into the following year or an employee may elect to carry

over a maximum of two (2) weeks vacation into the next calendar year, said two (2) weeks vacation shall be taken before the end of February of that year. When, in management's judgement, it becomes necessary to cancel all or part of an employee's vacation in order to meet the needs of the business which cannot be reasonably deferred, that part of the vacation canceled shall be rescheduled. If it cannot be completed during the calendar year in which the vacation was originally scheduled, the employee shall have the option to receive vacation pay in lieu of time off or, if the Company consents, to reschedule the vacation before February of the following year. In either event, the employee shall not lose the vacation or the pay for the canceled week. Only one (1) week per employee per year shall be canceled except for severe acts of nature or unless the employee volunteers to cancel additional vacation. In either selection, the employee shall not suffer loss of security deposits, advanced reservation payments or other penalties.

Section 8. If an employee is sick or disabled when his/her vacation is scheduled to start, the vacation shall be postponed. If an employee is sick and is unable to take a previously scheduled vacation before the end of the calendar year, he/she will be permitted to take the unexpended portion of this vacation up to a maximum of two (2) weeks in the next calendar year subject to the following limitations:

- a. The absence must be due to reasons beyond the employee's control such as illness or accident.
- b. As much of the unexpended vacation as possible must be rescheduled in the calendar year.
- c. The unexpended vacation must be completed by the end of April of the next calendar year.
- d. No payment in lieu of vacation will be made if not taken.

Section 9. An employee who resigns and provides the Company with two (2) or more weeks notice (ten (10) days of work, not to include time off) shall be paid the unused portion of 1/12th his/her vacation eligibility for the calendar year of resignation times the number of months he/she

worked in that calendar year prior to resignation. An exception to this proration policy shall be made for those employees who officially retire from the Company or are laid off due to the elimination (by the Company) of the employee's job. In those situations, the retiree or laid off employee shall be paid the entirety of the unused portion of his/her vacation for the calendar year. Employees who do not give the required notice or fail to work out their notice, or are terminated for proper cause will not be paid for any portion of unused vacation. Employees who at date of resignation or termination have used more vacation than the pro rata calculation allows, will be required to reimburse the Company any excess amount or have the amount owed taken from their last paycheck.

Employees must work the first two (2) weeks of the calendar year (or at least two (2) weeks after returning from a leave of absence that extends into the beginning of the new year) in order to be eligible for vacation.

Section 10. Vacation shall be scheduled as follows:

- a. After completion of the yearly vacation selection process, the shift schedule for stand-by, Saturday, Sunday, and late shift will be created and posted. Alterations to the schedule due to personnel changes shall be made on a quarterly basis. There will be no holiday schedule posted at the beginning of the year. Instead, thirty days (30) before the holiday, the Company will ask for volunteers. If fewer than sufficient volunteers come forward, the least senior technician(s) in the respective classification will work the first holiday where there are insufficient volunteers. Should subsequent holidays produce insufficient volunteers, the next least senior technicians will work, and so-on throughout the term of this Agreement.
- b. Technicians will have one-month (30 days) period or window of opportunity after the posting of the vacation and shift schedules to submit written requests to be considered

- for a specific day(s) to take vacation/optional holiday should that day(s) become available during the calendar year.
- c. Any day(s) that become available for vacation/optional holiday purposes will be awarded to the most senior employee who requested that day(s) during the window of opportunity. Should the senior employee decline the day(s), it will then be offered to the next most senior employee. The process will be repeated according to seniority until the day(s) is taken or all requests have been exhausted.
 - d. Technicians can continue to submit written requests for consideration of vacated day(s) subsequent to the closing of the window of opportunity. However, any requests submitted after the window of opportunity has closed will only be considered after all requests filed during the one-month period have been exhausted. Any requests made after the one-month period will be granted on a first come, first served basis, and such requests shall reflect the date and time filed.
 - e. Where an employee's vacation or optional holiday(s) is changed as a result of the employee's request, and a conflict with the employee's shift schedule for Saturday, Sunday, holiday or late shift is created, the Company may resolve that conflict by finding a volunteer to fill the need or, absent a volunteer, assign the least senior employee available (not on vacation or other excused absence) in the classification who has not previously filled in according to this section since the adoption of this contract. Where the conflict involves a Stand-by assignment, the employee requesting the change in his/her vacation/optional holiday schedule shall be responsible for finding a replacement to fill the need, as outlined in the current Stand-by Article.
 - f. During the course of the year, should a full week of vacation become vacated, it will be posted and awarded according to seniority.

- g. During the course of the quarter should an employee be out of the workforce (i.e. illness, training, special project, bereavement, or released from the Company) the Company will ask for a volunteer to fill in for the standby, late shift, Saturday, Sunday, and/or holiday tour. If more than one employee within the work group volunteers, it will be assigned by seniority. If no employee volunteers, the shift will be assigned to the employee within that work group with lowest overtime. If the low overtime employee is scheduled to be out of the workforce during the open shift, it will be assigned to next lowest overtime employee.
- h. An update vacation schedule will be posted once a month.

ARTICLE 12

Holidays

Section 1. 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 (January 1)	Thanksgiving Day
Martin Luther King, Jr. Day	(4 th Thursday in November)
Memorial Day (4 th Monday in May)	Day After Thanksgiving
Independence Day (July 4)	(4 th Friday in November)
Labor Day (1 st Monday in September)	Christmas Day (December 25)
Veterans Day	3 Optional Holidays

Consistent with operating needs, employees may observe optional holidays any time during the calendar year. Supervisors have the responsibility for scheduling, approving and reporting when an employee takes optional holidays. An employee normally must arrange for an optional holiday at least one (1) week prior to the day that is requested.

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 two (2) optional

holidays. New employees hired on or after August 1, but before October 1, and after completing ninety (90) days of employment service, will be eligible to receive one (1) optional holiday. In no case will an employee receive more than two (2) optional holidays in the calendar year in which hired.

Optional holidays are voluntary and should be taken prior to the end of each calendar year or be forfeited. Optional holidays, if not taken prior to the date of notice of termination, will not be included in the calculation of any termination pay benefits.

Employees may elect to move the Day After Thanksgiving holiday to the First Day of Buck Season and treat the Day After Thanksgiving as a regular work day. Requests will be approved, in seniority order, provided no less than 50% coverage from each workgroup is maintained on the First Day of Buck Season.

Section 2. When a recognized holiday falls on Sunday, Monday shall be designated as the holiday. However, Sunday shall be designated as the holiday for those employees who would otherwise have been scheduled to work on Sunday as part of their normal tour for that week. Provided, however, where a holiday falls on either Sunday or Monday, the holiday shall be designated as Tuesday for those employees who would otherwise have been scheduled Tuesday through Saturday of that week.

Section 3. When a recognized holiday falls on Saturday, Friday shall be designated as the holiday. However, Saturday shall be designated as the holiday for those employees who would otherwise have been scheduled to work on Saturday as part of their normal tour that week. Provided, however, where a holiday falls on either Friday or Saturday, the holiday shall be designated as Thursday for those employees who would otherwise have been scheduled Sunday through Thursday of that week.

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

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

If unexcused absence occurs on a day before or after the holiday, deduction in pay will be made for the holiday.

Section 6. Regular employees required to work on a holiday shall receive a day's pay as a holiday allowance and in addition shall be paid at the rate of one and one-half (1½) hour's pay for each hour worked. These conditions apply whether the employee was previously assigned to work the holiday or was called out on the holiday.

Section 7. A holiday, whether worked or not, shall be considered one of the scheduled days for the week in which it occurs. No "time off" shall be scheduled on a holiday, such "time off" being scheduled on other days of the week in which the holiday occurs.

Section 8. The holiday tour for night employees shall normally be the tour which starts on the holiday.

Section 9. Holiday work schedules shall be posted at least fourteen (14) days before a holiday.

Section 10. Employees scheduled and who work on Christmas Eve or New Year's Eve will be paid for four (4) hours on Christmas Eve and two (2) hours on New Year's Eve only when Christmas Day (December 25) and New Year's Day (January 1) falls on Sunday, Tuesday, Wednesday, Thursday or Friday. These hours will be paid at straight time in addition to time actually worked.

In the event it becomes necessary, because of the needs of the business, to continue to utilize

an employee past the first four (4) hours on Christmas Eve, or past the first six (6) hours on New Year's Eve, pay for these additional hours will be administered as follows:

- a) Straight time up to a total of eight (8) hours for the day. (This is in addition to the excused/straight time already being granted.)
- b) Any time worked over the eight (8) hours will be paid at one and one-half (1½) times the straight time rate.

ARTICLE 13

Sickness and Accident

Payment for Lost Time Due to Incidental Sickness and Accident:

Section 1. A regular employee with less than two (2) years of seniority shall be paid for incidental absence due to personal illness on scheduled working days in the normal workweek, subsequent to the first two (2) such full days of absence.

An employee with two (2) or more but less than five (5) years of seniority, shall be paid for incidental absence due to personal illness on scheduled working days in the normal work week, subsequent to the first such full day of absence.

An employee with five (5) or more years of seniority shall be paid for all incidental absence due to personal illness on scheduled working days in the normal workweek.

Incidental absence as referred to herein shall be understood to mean absence on scheduled working days in the normal work week occurring within a period of seven (7) consecutive calendar days or less beginning with the first day of absence. If the employee has sufficient seniority to qualify for incidental absence pay on the day on which a holiday falls he/she will be paid incidental absence pay (not holiday pay) for that day. This arrangement is irrelevant to any issue of attendance inadequacy.

A day of absence as referred to herein is a day on which an employee is scheduled to work a full tour as part of a normal workweek, but on which the employee does not work because of personal illness.

If an employee with less than five (5) years of seniority reports for work and goes home sick, the following treatment will apply:

- a. An employee who goes home sick during the first half of the tour (preceding the lunch period or break in tour) shall receive not more than four (4) hours.
- b. An employee who goes home sick during the second half of the tour shall receive not more than eight (8) hours.

An employee with five (5) or more years seniority who reports for work and goes home sick shall receive not more than eight (8) hours pay.

Sickness Disability Payments After
Initial Period of Seven (7) Days:

Section 2. After the initial period of seven (7) days, regular employees will receive sickness disability benefits as follows:

If seniority has been less than two (2) years:
Two (2) weeks full pay; eleven (11) weeks half pay.

If seniority has been two (2) to five (5) years:
Four (4) weeks full pay; nine (9) weeks half pay.

If seniority has been five (5) to ten (10) years:
Thirteen (13) weeks full pay; thirteen (13) weeks half pay.

If seniority has been ten (10) to fifteen (15) years:
Thirteen (13) weeks full pay; thirty-nine (39) weeks half pay.

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

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

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

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

Successive periods of sickness disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. However, employees will only be allowed to exhaust two (2) times their eligible benefits in any five (5) years period.

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

Section 3. Employees shall not be entitled to receive sickness disability benefits for time for which any wages are paid them by the Company, such as vacation pay.

Upon request an employee may be required to ask his/her physician to prepare and forward to the Company a statement outlining the nature of the sickness. Payment for such benefits may be made contingent upon receipt of a satisfactorily completed doctor’s certificate. An employee shall not be entitled to benefits if he/she declines to permit the Company physician to make an examination to determine the employee’s physical condition.

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

Section 4. The provisions set forth in Paragraphs 1-3, above shall only apply to employees hired before October 1, 2021. All employees hired after October 1, 2021 shall be eligible to participate in the Sickness, Accident and Disability Plans that are available to non-bargaining hourly employees of the Company except they shall be eligible for STD up

to 12 weeks full pay/14weeks 66% pay.

ARTICLE 14

Working Practices

Section 1. General: The calendar work week is a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

A work week shall be any five (5) days within a calendar week (except as outlined in Section 12, Four Ten Hour Work Week). This shall not be construed to constitute a guarantee of a minimum of forty (40) hours of work per week. The schedule of hours to be worked by employees shall be determined by the management of the Company and such schedules may be changed from time to time to meet the requirements of the service.

A tour of duty shall consist of not more than eight (8) hours exclusive of a meal period.

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

Time worked on hours of duty starting on Sunday shall be paid for on the basis of one and one-half (1½) hours of pay.

Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1½), but without pyramiding.

Paid vacation time, time not worked but paid for on a holiday, paid time for joint union management meetings, excused paid time for Christmas Eve and New Year's Eve, and scheduled hours from fatigue time shall be considered as time worked in the computation of overtime.

No overtime will be paid unless time worked in excess of the schedule is fifteen (15) minutes or more.

Weekly work schedules for regular employees will be posted by 5:00 p.m. Wednesday of the preceding week.

There shall be no daily overtime obligations created as a consequence of make-up work in which an employee engages because he/she has missed work earlier in the same work week as a consequence of approved excused time. Additionally, with advanced supervisory approval, and subject to business needs, employees may be excused for short periods to attend to personal matters. In **this situation** (Excused time), the employee may be permitted by supervision to make up the time lost, within the same work week, subject to the availability of work and practical conditions.

Section 2. Call-Out: When an employee is called out and required to report for work during hours he/she was not previously scheduled to work, he/she shall be paid at the rate of one and one-half (1½) times his/her basic hourly rate for such hours worked. The minimum allowance for such a call-out shall be four (4) hours basic pay. Provided, however, that such minimum call-out allowance shall not apply if the call-out is made within two and one-half (2½) hours of the start of the employee's next scheduled tour. Provided further, that when a second call-out is made within two and one-half (2½) hours of the start of the first call-out, the second call-out shall be treated as a continuation of the first call-out.

Section 3. The Company will post in each department the number of overtime hours worked by each employee. Additionally, the Company agrees, to the extent possible, to equalize overtime within the work groups.

Section 4. Employees will be furnished meals on emergency assignments if called out within one (1) hour after their normal scheduled quitting time or are required to work for a minimum of two (2) hours straight through after their normal scheduled quitting time. The Company shall pay such employee a meal allowance of \$10.00.

Where an employee is called out on a scheduled work day or a non-scheduled day more than one (1) hour in advance of his/her normal starting time, and works continuously to his/her normal starting time, the Company shall pay such employee a meal allowance of \$9.50. Time to

eat meals shall not be considered as working time, except as described in the following paragraph.

When, for service reasons, an employee is not permitted to leave his/her job for a meal period of at least one-half ($\frac{1}{2}$) hour, the meal period shall be included as part of the tour of duty and paid for as time worked.

Section 5. Lunch periods: The normal lunch period shall be one (1) hour or less than one (1) hour as may be required by the demands of the service. Any traveling by an employee to and from job locations shall be during such period and not on Company paid time.

Section 6. When service requirements necessitate the changing of hours to be worked of any regular employee on any scheduled day from the original formally scheduled tour of duty, the treatment shall be as follows:

- a. When less than twenty-four (24) hours notice before the start of work on a changed daily tour is given to an employee, the employee will work and be compensated for the hours worked at one and one-half ($1\frac{1}{2}$) times his basic hourly rate.
- b. When twenty-four (24) hours or more notice before the start of work on the changed tour is given, the changed tour shall be the employee's scheduled tour and shall be compensated for at the basic straight time rate plus applicable premiums.

Section 7. In the plant and commercial departments, the evening and night differentials shall be ten percent (10%) of the employee's basic hourly rate. The differential shall be payable for all hours actually worked between the hours of 7:00 p.m. and 7:00 a.m. unless the time worked is being compensated at the time and one-half ($1\frac{1}{2}$) rate, in which case no differential payment shall be made.

Section 8. The Company will furnish proper tools and equipment necessary to do the work and maintain the standard of service required by the Company. When tools and equipment are furnished by the Company to an employee, he/she shall be responsible for their return in

good condition, ordinary wear and tear excepted. For lost tools, the Company will determine the need for reimbursement on a case by case basis.

Section 9. An employee who has worked sixteen (16) or more hours in any twenty-four (24) hour period without having a rest period of at least eight (8) hours during such twenty-four (24) hour period shall, upon release, have a rest period of eight (8) hours from the time of his or her release before returning to work. If such a rest period extends into the employee's next regularly scheduled hours, he or she shall be excused from duty for that portion of his or her scheduled hours which is covered by the rest period without loss of pay.

Should an employee be required to report back to work and before the eight (8) hours has elapsed, he or she shall be paid one and one-half (1½) times his or her regular rate of pay for all hours worked until eight (8) hours from the time his or her rest period began.

Section 10. Persons of similar qualifications may exchange tours. The exchange of all tours is subject to the approval of management and will not be made when such change will cause the Company to pay more than it was originally committed to pay.

Section 11. Stand-by: The Company may assign employees to stand-by duty utilizing the following guidelines:

- a. Stand-by will be rotated weekly within the affected group among qualified employees.
- b. Employees shall make themselves available for contact by the Company and must respond to the page or call and be available for work within thirty (30) minutes.
- c. Employees assigned stand-by will receive one hour straight time pay per "day" Monday through Friday, and two hours straight time pay per "day" Saturday, Sunday, and Company designated holidays.
- d. If work is performed, the employee shall receive the applicable call-out payment described in Section 2 above in addition to the stand-by payment.
- e. Assignment of stand-by periods (i.e., the hours, days, and employee groups so assigned) will be at the discretion of the Company. This practice does not supersede normal call-out procedures if additional employees are required to work.

- f. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- g. If stand-by assignments conflict with the employee's personal calendar, he/she will be afforded the opportunity to trade days or weeks with supervisory approval. Solicitation of the trade will be the responsibility of the employee.
- h. Stand-by periods will normally cover the time from the end of the employee's regular tour to the beginning of the next scheduled tour.
- i. "Day" means from 8:00 a.m. on the day the stand-by assignment begins until 7:59 a.m. the following day. (Any such day is one day, and subparagraph (c) payment for such day shall be determined by the day of the week upon which the 24 hour assignment begins).
- j. Employees on stand-by may be used to supplement the workforce when the Company has been unsuccessful in reaching other employees to handle any increase in workload.

Section 12. Four Ten Hour Day Work Week: Windstream Pennsylvania, LLC and the Communications Workers of America have agreed to implement a four ten hour day week in those situations where the employee and management mutually agree to the assignment.

The following guidelines are utilized with reference to tours scheduled as a four-day work week. (Note that throughout the document four (4) ten (10) hour days and five (5) eight (8) hour days will be noted as 4/10 and 5/8):

- a. An employee must be scheduled for a four (4) 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 except holidays and vacation days within a work week in which the employee is scheduled for 4/10 hour days will be treated as ten (10) hour tours.
- c. There will be no restrictions regarding which four (4) days in a week will be scheduled, except that at least two (2) non-scheduled days must be consecutive. The Company will determine the number of such tours to be worked, if any and the duration.
- d. Overtime will be paid for hours worked in excess of ten (10) in any one (1) day or forty (40) in any one (1) week.
- e. When a designated holiday falls within a work week the employee will be scheduled a five (5) day eight (8) hour work week.

- f. With the supervisor's approval, optional holidays may be scheduled during the ten (10) hour tours. Each holiday, whether designated or optional, is equivalent to eight (8) hours. An employee scheduled off for a holiday, whether designated or optional, will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employees total holiday hours. Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours. Holiday time paid, but not worked up to a maximum of ten (10) hours will be counted toward the calculation of overtime. Holiday allowance for an employee who works on a holiday is eight (8) hours. Employees on a 4/10 hours schedule will receive the total number of holiday hours as a comparable employee on a 5/8 schedule.
- g. Vacations shall be paid on the basis of forty (40) hours per week. A vacation week will be paid on the basis of five (5) eight (8) hour days. However, should an employee take a vacation day as "day at a time", they will be allowed to take four (4) ten (10) hour days. In no case will an employee receive more hours of vacation per vacation week as a result of being on a 4/10 schedule than a comparable employee who is not on a 4/10 schedule.
- h. A Technician working a Wednesday through Saturday schedule can be excused from the stand-by rotation, if so requested.

Section 13. Temporary Cross-over to Another Bargaining Unit:

- a. It is recognized that the current cross-over of employees to the territory of another bargaining unit will continue. Specifically, (a) transfers between Enon Valley and Midway are not limited; and (b) employees trained in business systems, network, transport or fiber technology are subject to transfer to any area of the four contracts on an as needed basis.
- b. Other transfers will occur, as dictated by business conditions, but such transfers will not be routine, it being the Company's intention to maintain an appropriate number of technicians in each bargaining unit. In any event, the Company will notify the Unit President of the Union of the loan and the details surrounding such temporary assignment.
- c. Where the above cross-over assignments are made, such assignments shall not cause layoff or reduce to part-time any bargaining unit employee in a corresponding job classification, and the following terms shall apply:
 - 1. All travel will be on Company time.
 - 2. Except in the case of extenuating circumstances, e.g., vacation or disabilities requiring replacement, an employee shall not be required to transfer temporarily to work locations outside his/her unit for a period of more than twelve (12) consecutive work days at a time.

3. The Company will take into consideration any compelling reason that an employee may have that would prevent them from being able to complete this assignment.
- d. Additionally, the following guidelines, while not absolute, will be followed by the Company when making cross-over assignments.
 1. Qualified volunteers for such temporary assignments outside the unit shall normally be solicited within the applicable classification by bargaining unit seniority and geographic location. If, however, there are not enough volunteers, qualified employees shall be selected in inverse seniority order within the applicable classifications.
 2. There shall be no backfills in the units covered by this agreement coming from other work locations or titles within the sending work locations except in the event circumstances arise in the sending location that were unforeseen when the employee was temporarily assigned.
 3. All employees in the receiving group will normally be offered overtime prior to the transferred employee working overtime beyond completion of the job the transferred employee was working at normal quitting time.

ARTICLE 15

Non-Performance of Craft Work

The Company agrees that it will not as a general practice work supervisors on work ordinarily performed by craft employees, except for purposes of training, the enforcement of safety regulations or to meet emergency conditions.

ARTICLE 16

Retirement and Pension Plan

Section 1. The Windstream Corporation Pension Plan, the provisions of which have been explained to the Union, shall cover bargaining unit personnel in the Brookville-Knox-Enon Valley Service Area. The provisions of said Pension Plan shall be controlling, notwithstanding

any other provisions of this Agreement. All benefits accrued under said Pension Plan, subsequent to December 31, 2002, will be accrued according to the same plan of benefits as applies to those employees covered by the agreement between Windstream Corporation and the IBEW and CWA (the “National Agreement”) covering retirement benefits, and scheduled to expire August 15, 2015.

Section 2. Employees in this bargaining unit are covered by the above-referenced “National Agreement”. Section 3. Employees covered by this Agreement shall not be active participants in the Windstream Corporation Profit Sharing Plan with respect to periods subsequent to December 31, 2002, i.e., no contributions or forfeitures will, thereafter, be allocated to employees covered by this Agreement. Any right which an employee may enjoy as a result of pre-2003 participation in said Profit Sharing Plan shall be governed by the provisions of said Profit Sharing Plan.

Section 4. Effective January 1, 2003, participation in the Windstream Corporation Thrift Plan shall be in accordance with the aforesaid National Agreement, i.e., no employer contributions or forfeitures will, thereafter, be allocated to employees covered by this Agreement. Any right which an employee may enjoy as a result of pre-2003 participation in said Thrift Plan shall be governed by the provisions of said Thrift Plan.

ARTICLE 17

Group Insurance

- 1. Through December 31, 2021, the current group health and welfare plans will remain as currently in place, including current employee contribution levels.**
- 2. In 2022, the Company shall offer the following health care plans:**
 - a. Employees hired before January 1, 2019 shall be eligible to participate in the PPO plan with the benefits levels of such plan to be substantially similar to the**

- 2021 PPO plan design. Employees selecting the PPO shall pay the 2021 premium plus 45% of the total premium increases for the year 2022. Such employees shall also be eligible to participate in benefits on the same terms and conditions with the same premium contributions as non-bargaining employees**
- b. Employees hired after January 1, 2019, shall only be eligible for the same benefits on the same terms and conditions with the same premium contributions as non-bargaining employees.**
- 3. Effective January 1, 2023, the PPO shall cease to be offered, and employees shall be eligible to participate in the same plans as non-bargaining unit employees. In 2023, the cost share for the lowest deductible HSA eligible plan shall be 75/25% Company/Employee share for all employees. In 2024, the cost share for the lowest deductible HSA eligible plan shall be 70/30% Company/Employee share.**
- 4. Further, any employee that participated in a PPO plan in 2021, who elects an HSA eligible plan in 2022 shall receive a one-time additional \$500 company HSA contribution, to be paid in 2022, the time and manner to be determined by the Company. Any employee that participated in a PPO plan in 2022, who elects an HSA eligible plan in 2023 shall receive a one-time additional \$500 company HSA contribution, to be paid in 2023, time and manner to be determined by the Company.**
- 5. The benefit levels and costs of all other plans (high deductible health plans, dental, life, vision, and LTD) shall be the same as those applicable to non-bargaining personnel in each respective year. All healthcare plans will be administered solely in accordance with the provisions of each plan. The selection of the healthcare plan administrator and carriers, the administration of the health care plans and all the terms and conditions relating thereto, and the resolution of any disputes involving**

the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

- 6. All employees shall be subject to the same assessments and surcharges as non-bargaining employees except the biometric screening and personal health assessment surcharges.**

ARTICLE 18

Job Postings

Job openings within the bargaining unit shall be posted on all Company bulletin boards in addition to using the on-line posting tool located on the Company Intranet and by the Company email to all bargaining unit employees ten 10 days before being filled.

Qualifications for the job are to be determined by management. In determining the relative qualifications of competing eligible candidates, the Company will consider aptitude, skills, job knowledge, prior experience and job performance, dependability, and the candidates' performance in their interview process. In cases where more than one (1) candidate has equal qualifications, then seniority shall prevail. However, if there are no qualified employees for unfilled job openings, management may hire new employees to fill the job or accept external transfers to fill the job.

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

Employees promoted under this Article shall be transferred to their new job classification within sixty (60) calendar days after notification of the promotion.

No employee shall be eligible for consideration for a different classification until he/she has held his/her most recent job classification for a period of six (6) months or more.

All promotions and transfers shall be considered as temporary for a period of six (6) months in order to determine whether or not such employee can satisfactorily perform the duties and accomplish the work in the position to which promoted or transferred. At the end of the six (6) month period, the promotion or transfer shall become permanent, unless, in the meantime, such employee is returned to his/her former classification (the employee can, of course, be removed or demoted at any time if unable to perform in his/her position).

This section does not mean and shall not be interpreted that any employee is entitled to a test period or trial period or on-the-job training before the Company determines his/her qualifications and ability for a given job sought. On the contrary, it is fully recognized that qualifications and ability determinations are properly made before an employee is selected to fill a given job vacancy in the first instance.

Any employee who is promoted or transferred to a different job title classification shall be accorded the right to initiate a return to his/ her former job title classification, within thirty (30) calendar days of the promotion or transfer, at his/her former rate of pay.

A job opening, once filled, will be re-posted if the original successful candidate is returned to his/her former job classification more than thirty (30) days following his/her promotion.

ARTICLE 19

Discharge, Demotions and Suspensions

Any discharge, demotion, or suspension shall be only for a proper cause. However, it is mutually understood that all new employees are on probationary status for a period of six (6) months from the date of employment and are subject to discharge at the discretion of

management. Any such discharge of a probationary employee shall not be subject to the arbitration provisions of this Agreement.

It is further agreed that any grievance arising out of the discharge, of any employee shall be commenced at Step 3 of the Grievance Procedure.

The Company agrees to notify the Union upon suspension of any employee of the bargaining unit. In case of a discharge the Company agrees to notify the Regional Vice President of the Union.

At a meeting between a representative of the Company and an employee, the purpose of which is to announce a written warning, suspension, demotion or discharge, the employee shall be entitled to union representation, upon request. This shall not prevent discipline being taken without a meeting for such purpose.

ARTICLE 20

Bereavement

In the event of a death of an employee's wife, husband, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, stepparent, stepchild, stepbrother/ sister, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, grandparent, grandparent of employee's spouse, grandchild, or any one residing in the household of the employee, any such employee scheduled to work, shall be permitted to select a maximum of three (3) work days between and including the day the death occurs and the day following the burial without loss of pay at straight time rates for the hours such employee was scheduled to work. Where warranted by unusual circumstances, the Company may grant funeral leave in excess of that provided for herein.

In addition to the above, an employee shall be entitled to be excused for one (1) day, without loss of pay, for the purpose of attending the funeral of his/her, aunt or uncle, **niece, nephew, great grandparents of employee or spouse.**

If an employee is entitled to paid time off under this Article and such time falls during the employee's vacation, the employee will be permitted to reschedule that portion of his/her vacation which was concurrent with the time off he/she was entitled to under this Article.

ARTICLE 21

Inclement Weather

When employees report to work and because of inclement weather, in the opinion of the supervisor, are unable to safely perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

The Company will not require employees to do construction or maintenance work in exposed locations out-of-doors during heavy or continuous storms or in excessively cold weather, unless such work is necessary to protect life, property, or essential service.

Employees shall not be paid for scheduled overtime which is not worked because of inclement weather unless such overtime is scheduled for a day on which the employee is not scheduled to work a regular tour, in which case he/she shall be paid a minimum of three (3) hours pay at the straight time rate if he/she reports to work.

ARTICLE 22

Union Activity

Union representatives in the employment of the Company [not to exceed two (2)] shall suffer no loss of regular pay where they are engaged in joint meetings held between management

representatives and Union representatives for the purpose of settling disputes or other matters of mutual concern during their regular scheduled hours of work.

The number of employee representatives on the collective bargaining committee (not to exceed 2) shall suffer no loss in regular straight time pay for necessary time consumed in collective bargaining with the Company toward subsequent collective bargaining agreements (including wage reopeners).

ARTICLE 23

Jury and Witness Pay

Section 1. Any regular employee who is excused from scheduled work for performance of jury duty shall be paid the basic wage rate for such approved time off falling within the scheduled work day.

Section 2. Any regular employee who is excused from scheduled work to appear as a witness under subpoena shall be paid the difference between the basic rate for such approved time off falling within the scheduled work day and the amount of compensation received for such service.

ARTICLE 24

Excused Time

Section 1. Excused time is defined as time (not exceeding thirty (30) consecutive days) away from the job, for reasons other than personal illness or injury arranged for or assumed to be arranged for in advance with local management. Excused time can be paid, not paid, or partially paid based upon the provisions of each Article in this Agreement.

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

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

ARTICLE 25

Leave of Absence

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

Section 2. Leaves of absence time is not paid.

Section 3. Participating employees, while on leave of absence, can continue enrollment in the Company-sponsored group insurance plans by reimbursing the Company monthly for the billed costs.

Section 4. Application for unpaid leave of absence will be granted or denied as follows:

- a. Military (as required by statute).
- b. Family and Medical Leave – As required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.
- c. Disability – Any regular employee who exhausts all benefits to which he/she is entitled under Article 13, but who remains disabled, shall, upon written request prior to having exhausted such benefits, be entitled to a departmental leave of absence-disability up to thirty (30) days and if necessary and supported by medical commentary acceptable to the Company, a formal leave of absence-disability. Such formal leave of absence-disability may extend for the period of the disability, up to a maximum of one hundred fifty-five (155) days. Departmental leaves of absence-disability may be approved by the department head of the employee's department and the Human Resources Department. Formal leave of absence-disability must be approved by the Company manager and the Human Resources Department.

Upon return from a departmental leave of absence or a formal leave of absence-

disability, the employee will be reinstated to his/her same classification or to a classification of similar condition and pay if able to perform the essential functions of his/her classification or of a similar classification.

- d. Upon reasonable notice, employees may, at the discretion of the Company, be granted a formal leave of absence-personal reasons, provided the granting of such leave of absence is consistent with the needs of the Company. However, there is no guarantee that an employee returned from a formal leave of absence-personal reasons will be reinstated to the same classification or to a classification of similar condition and pay.
- e. Leaves of absence for Union business may be granted for up to thirty (30) calendar days in any calendar year, subject to service requirements.
- f. Additional leaves of absence for Union absence may be granted, accumulative up to one (1) year, including that provided in subparagraph (e), above, subject to a right to return to employment, but not necessarily in the same classification.

Note: In a case where the employee is entitled to a leave of absence under both subparagraphs (b) and (c), above, the leave shall be granted under subparagraph (b), and any additional leave (extension) to which the employee may subsequently be entitled under subparagraph (c) shall be independently evaluated when the subsequent (extension) leave is requested. In any such case, the length of the leave granted under subparagraph (b) shall be deducted from the length of leave (extended) to which the employee may be entitled under subparagraph (c). Further, in any such case, the subparagraph (c) portion (extension) of leave shall not be treated as new leave and shall not qualify for the thirty day seniority provision of Section 2, above, or benefit provision in Section 5, below.

Section 5. An employee on leave of absence is on inactive status (following the first thirty (30) consecutive days of leave) for all benefit purposes.

ARTICLE 26

Seniority

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

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

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

Section 3. Any employee who transfers to the Company from any affiliate company (within the Windstream System) shall be credited with seniority in a amount consistent with his/her length of continuous service with such affiliate company, if the company from which the employee is transferring maintains a similar policy with respect to employees of Windstream Pennsylvania, LLC (Brookville, Knox, Enon Valley Service Area) transferring thereto. Any non-bargaining unit employee who is transferred to a bargaining unit position shall carry with him/her seniority in an amount consistent with his/her length of continuous service with the Company, but such crediting of seniority shall not be effective until five (5) years following such transfer from the non-bargaining unit position.

Any previously terminated employee who is rehired shall have his/her previously accumulated seniority, i.e., that which existed on date of termination, bridged after five (5) years of service from most recent date of hire.

ARTICLE 27

Layoff

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

Section 2. In rehiring after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees were laid off (a) provided, however, that

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

Section 3. In the event that a layoff becomes necessary, the Company agrees to meet with the Union within thirty (30) days in advance of the layoff to discuss methods, if any, of avoiding the layoff or lessening its impact. However, the failure to reach an agreement shall not affect the Company's right to proceed with the layoff. If an agreement is not reached, regular employees will be laid off by classification in the inverse order of seniority. However, any employee who would otherwise be laid off shall have a right to claim a job in another classification, provided, (a) that he/she can perform the work satisfactorily after a reasonable amount of training; (b) that the job he/she claims is in the same or lower rated (pay) classification; and (c) that the job he/she claims is held by a less senior employee. Additionally, an employee who would otherwise be laid off may claim a job which he/she has previously performed if the Company determines that he/she can satisfactorily perform the job and the job is held by a less senior employee.

Section 4. Time spent in layoff status does not count in the computation of seniority, nor for wage progression purposes.

Section 5. The Company will have fulfilled its obligation hereunder with respect to any laid off employee by offering reemployment by registered mail addressed to the laid off employee's latest address as shown by the records of the Company.

Section 6. When an offer of reemployment is made, the employee on layoff shall indicate his/her acceptance within seven (7) calendar days of receipt of such notice and report for duty within two (2) weeks from receipt of the notice. Any employee who fails to indicate his/her acceptance within two (2) weeks from the date of the notice by the Company shall be deemed to have terminated his/her service with the Company.

Section 7. After meeting with the Union and prior to layoff in any classification, the Company will offer senior employees in the affected job classification and reporting location voluntary termination/severance pay to the extent that it relieves the surplus. Employees may elect to voluntarily terminate, in seniority order, to the extent necessary to relieve the surplus in the classification and reporting location where the surplus exists by notifying the Company within seven (7) business days. Any employee who accepts a voluntary termination under this Article will not have recall rights. Termination pay for an employee requesting voluntary termination under this Article shall be the Termination Allowance provided in this Agreement.

ARTICLE 28

Contract Work

Section 1. Work done by contractors shall in no way result in the laying off, part-timing, or demotion of an employee regularly doing essentially the same type and character of work as that being performed by the contractor. The Company will notify the Unit President when contractor's employees are going to **perform essentially the same type and character of work as that being performed by bargaining unit employees.** Such notice will identify the contractor, the approximate number of contractor employees involved, the general type of work to be performed, **the location(s) of the work to be performed and the approximate length of time it will take the contractor to complete the work. This notice will be provided on a monthly basis.** It is understood that the transfer of work or functions to other Company locations and/or other Windstream Companies is not covered by this provision and not restricted.

Section 2. Prior to any layoff, and over a period of 30 days after the Company has notified the Union of a need for force reduction, the Company will meet with the Union for the purpose of discussing as to how reduction in force may be limited or avoided.

ARTICLE 29

Board and Lodging

Section 1. When an employee is required to remain away from his/her reporting location overnight, the Company will pay for lodging (room and tax only). In such instances, the Company will pay the employee \$36.00 per day for each full day the employee is required to remain away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. This per diem shall be used to cover any and all expenses of the employee, except lodging. Transportation to and from Company sponsored schools shall be provided by the Company.

When an employee is assigned to be away overnight, the Company will continue its practice of paying for a reasonable number of long distance calls to the employee's home while he/she is away. It is expected that the length of such calls will be reasonable.

All assignments out of the area of the employee's permanent reporting location which are not overnight shall be handled on a per meal basis, with the respective meal amounts being \$8.50 (breakfast), \$10.50 (lunch), and \$17.00 (dinner). Reimbursement will not occur if the Company provides the meal. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased. When meals or meal allowance (per diem) is provided under this Article, the meal allowance provided in Article 14, Section 4, does not apply.

ARTICLE 30

Health and Safety

Section 1. The Company agrees to make all reasonable provisions for the health and safety of the employees during the hours of their employment.

Section 2. The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection and safety are of mutual concern to the Union and the Company.

Section 3. Joint safety tailgate meetings will be conducted monthly.

ARTICLE 31

Bulletin Boards

The Company agrees to supply bulletin boards for the Union's use. The material posted on the bulletin boards will not be objectionable. If the Company complains to the Union that the posted material is objectionable, the Union Representative will remove such material.

ARTICLE 32

Regular, Part-time Employee Computation

Section 1. Part-time employees working fewer than 1,000 hours per year shall be entitled to no benefits provided in this Agreement, other than basic hourly wages (including applicable differentials, premiums, and mileage payments), unless required by law and/or terms of an insurance benefit plan or retirement plan applicable to members of the bargaining unit. In all instances, the provisions of the Windstream Corporation Pension Plan shall dictate with regard to any question of participation credit, or benefits therein and thereunder.

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

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

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

ARTICLE 33

Personnel Records

Section 1. An employee, upon reasonable notice and reasonable request, may examine his/her personnel file and be permitted to make copies of its contents if he/she wishes. This will be done on the employee's own time.

Section 2. Any written matter representing a reprimand of an employee will be supplied to the employee, with a copy to the Unit 103 Secretary. The employee will be given an opportunity to note his/her reasons, in writing, for disagreeing with any such matter.

Section 3. **Disciplinary action shall not be used for any reason after thirty (30) months** if no other **action** of a same or similar nature has been entered, unless the disciplinary action relates to conduct that triggers a statutory obligation of the Company, a violation of the Company's Violence in the Workplace Policy, the Company's applicable Ethics Policy, or violates Title VII of the Civil Rights Act.

ARTICLE 34

Federal, State, and Local Laws

Should any federal, state, or local law, or the final determination of any board or court competent jurisdiction, affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 35

Termination Allowance

In the case of a permanent layoff by the Company as a result of a closure, partial closure, or otherwise, a regular, full-time employee who is laid off shall be entitled to a severance allowance in the amount of two (2) weeks pay for every whole year of service up to a maximum of twenty-six (26) weeks pay to the credit of the respective employee at date of termination.

The Company will determine when a layoff is permanent. However, a layoff becomes permanent after two (2) years. No termination allowance shall be paid on a temporary layoff.

ARTICLE 36

Duration of Agreement

Section 1. The Agreement, effective October 1, **2021**, shall continue in force and effect until terminated as provided in Section 2.

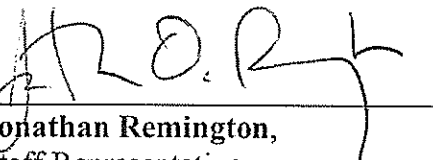
Section 2. By notifying the other party in writing at least sixty (60) days prior to September 30, **2024** either party may terminate this Agreement at 11:59 p.m. on September 30, **2024**. Thereafter, the parties shall meet within thirty (30) days.

If no such notice of termination is given, this Agreement shall automatically continue in full force and effect after September 30, 2024 for successive renewal periods of one (1) year each, subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least sixty (60) days prior to the date of termination of its intention to terminate this Agreement.

THIS AGREEMENT is entered into this 1st day of October, 2021.

COMMUNICATIONS WORKERS
AMERICA

WINDSTREAM PENNSYLVANIA, LLC OF
(BROOKVILLE-KNOX-ENON VALLEY
SERVICE AREAS)

By 
Jonathan Remington,
Staff Representative
CWA Region 2-13


By 
Bruce Hurlbut, Director Labor Relations

EXHIBIT A

**Brookville Service Area
Hourly Wage Schedule 1**

**Network Technician
Cable Technician
Construction Tech-Line Worker
Construction Tech-Splicer
Customer Service Technician (Hired 9/30/21 and Prior)
Maintenance Engineer**

	Current	Effective 10/1/2021	Effective 10/1/2022	Effective 10/1/2023
Start	21.23	21.65	22.08	22.52
End of 6 Months	22.59	23.04	23.50	23.97
End of 12 Months	24.07	24.55	25.04	25.54
End of 24 Months	25.62	26.13	26.65	27.18
End of 36 Months	27.32	27.87	28.43	29.00
End of 48 Months	29.07	29.65	30.24	30.84
End of 60 Months	30.97	31.59	32.22	32.86
End of 72 Months	33.31	33.98	34.66	35.35

Hourly Wage Schedule 2

Customer Service Technician (Hired After 9/30/21)

	Current	Effective 10/1/2021	Effective 10/1/2022	Effective 10/1/2023
Start	16.00	17.00	17.00	17.00
End of Year 1	17.40	19.00	19.00	19.00
End of Year 2	18.80	21.00	21.00	21.00
End of Year 3	20.20	23.00	23.00	23.00
End of Year 4	21.60	25.00	25.00	25.00
End of Year 5	25.00	27.54	28.09	28.65
End of Year 6	27.32	27.87	28.43	29.00
End of Year 7	29.07	29.65	30.24	30.84
End of Year 8	30.97	31.59	32.22	32.86
End of Year 9	33.31	33.98	34.66	35.35

Hourly Wage Schedule 3

Utility Person
Customer Service
Assistant

	Current	Effective 10/1/2021	Effective 10/1/2022	Effective 10/1/2023
Start	18.04	18.40	18.77	19.15
End of 6 Months	18.63	19.00	19.38	19.77
End of 12 Months	19.28	19.67	20.06	20.46
End of 24 Months	19.95	20.35	20.76	21.18
End of 36 Months	20.67	21.08	21.50	21.93
End of 48 Months	21.36	21.79	22.23	22.67
End of 60 Months	22.13	22.57	23.02	23.48
End of 72 Months	22.93	23.39	23.86	24.34

Hourly Wage Schedule 4

Material
Coordinator

	Current	Effective 10/1/2021	Effective 10/1/2022	Effective 10/1/2023
Start	15.00	15.30	15.61	15.92
End of 12 Months	16.66	16.99	17.33	17.68
End of 24 Months	18.32	18.69	19.06	19.44
End of 36 Months	19.98	20.38	20.79	21.21
End of 48 Months	21.64	22.07	22.51	22.96
End of 60 Months	23.30	23.77	24.25	24.74
End of 72 Months	25.00	25.50	26.01	26.53

BROOKVILLE SERVICE AREA

All current FST's will be moved to the CST job title. All CSTs will follow the new CST wage schedule below.

Customer Service Technician

Customer Service Technician

Start	17.00
End of Year 1	19.00
End of Year 2	21.00
End of Year 3	23.00
End of Year 4	25.00
End of Year 5	27.00
End of Year 6	27.30
End of Year 7	29.07
End of Year 8	30.97
End of Year 9	33.31

1. New Employees hired after September 30, 2021 holding a CST job title shall be considered probationary employees for a period of eighteen (18) months from the date of hire.
2. From Start through the End of Year 4 is not subject to any annual General Wage Increase.
3. Employees in the CST title effective 9/30/2021 who are still in progression will follow the former CST wage progressions scale, subject to any General Wage Increase.
4. The former CST wage progression scale will be added to the Construction Technician MOA, and will be applicable to all Construction Technicians.

APPENDIX B

Brookville Service Area
Technician Listing by Job Titles
Revised

Knox

<u>Network Tech</u>	<u>Cable Tech</u>	<u>Customer Service Tech</u>
Robert Renfrew	App	Daniel Black Stephen Deemer Frankie McCalmont Tim Rhodes Chris Sparks

Brookville

<u>Network Tech</u>	<u>Cable Tech</u>	<u>Customer Service Tech</u>
Dan Kulik	Mark Smith	Zachery S. Clark Brian Mack Stephen Smith William Wright Norm Peters Troy Kleisath

Utility Person
Brenda Powell

Enon Valley

<u>Network Tech</u>	<u>Cable Tech</u>	<u>Customer Service Tech</u>
---------------------	-------------------	------------------------------

New Bethlehem

Network Tech

	<u>Cable Tech</u>	<u>Customer Service Tech</u>
Todd Cornish (PBX)		

Scott Shaffer

APPENDIX C

Windstream Pennsylvania, LLC
Brookville-Knox-Enon Valley Service Areas

And

Communications Workers of America

Article 35 – Termination Allowance

Should the following employees be subject to a force reduction, they will be eligible for the following weeks of pay (forty (40) hours of straight time rate) disregarding the severance allowance amount described in Article 35, but subject to the other provisions of that Article.

<u>Name</u>	<u>Weeks of Pay</u>
Robert Renfrew	34
Leon Schaffer	34
Brenda Powell	30
Mark Smith	30

APPENDIX D

Windstream Pennsylvania, LLC.
Brookville – Knox – Enon Valley Service Areas

And

Communications Workers of America

Memorandum of Agreement
Evolving Technologies

This Memorandum of Agreement is entered into as of August 28, 2008 between Communications Workers of America (“CWA” or the “Union”) and Windstream Pennsylvania, LLC. (“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 when it is cost effective and based on the needs of the business. Therefore, the Company and the Union agree to discuss the Company’s plans for evolving technologies as needed, so that there is common understanding of the work to be performed by the bargaining employees.

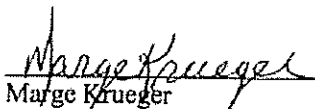
The Company agrees to provide appropriate training on evolving technologies for that work the parties mutually agree is best performed by employees represented by the Union.

Windstream Pennsylvania, LLC.



Katherine J. Warn
Director – Labor Relations

Communications Workers of America
Local 13000



Marge Krueger
CWA Administrative Director

Windstream Pennsylvania, LLC.
Brookville-Knox-Enon Valley Service Areas

And

Communications Workers of America

Letter of Understanding
Sales Incentive Programs

The Company may develop and implement sales incentive programs and recognition programs which will provide employees the opportunity to earn merchandise, cash, meals, recognition and other awards of value based on individual and/or collective (e.g. team) performance in achieving standards developed and administered solely by the Company.


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

The Company shall have the right to alter, amend or discontinue any such program. The Company will notify the Union of any changes to such programs. Local notification will be posted and reviewed with local union representatives.

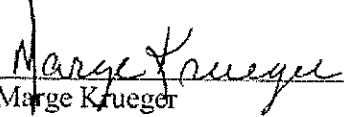
Notification of corporate programs will be sent in writing to the CWA Representative prior to any initiation or discontinuation of the programs, if applicable.

Windstream Pennsylvania, LLC.

Communications Workers of America
Local 13000



Katherine J. Warn
Director – Labor Relations



Marge Krueger
CWA Administrative Director



October 1, 2010

Mr. Charles P. Burns
Representative District 13
Communications Workers of America
230 South Broad Street
19th Floor
Philadelphia, PA 19102

Re: Windstream Pennsylvania, LLC. - Brookville-Knox-Enon Valley Service Area

Dear Charles:

In the course of recent bargaining toward our new collective bargaining agreement certain understandings were reached which are not reflected in the new contract. Below I have recited those understandings:

1. The Union has agreed that prior to bargaining in 2012, they will provide a listing of employees that will be participating in bargaining for a new contract. Should the Company determine that based on the number of individuals listed separate bargaining sessions for each contract is required, the Company will notify the Union as soon as possible.

Also reflected are certain understandings reached in previous bargaining sessions:


1. **Blood Drives** – The Company and the Union will meet on an annual basis to discuss the feasibility of conducting blood drives with the American Red Cross at Company locations.
2. **GPS** – As identified in Article VI, Management of the Company, the Company can use improved methods or equipment, such as GPS. As with any other issue or concern, the Company can discharge for proper cause and must meet the provisions for just cause. The Company is in agreement that all employees will be notified of the use of the GPS prior to implementation and will be coached when and where appropriate, using progressive discipline.
3. **Training for Jobs of the Future** – The Company is committed to providing training for our technicians. The CWA NETT courses, which meet Windstream Educational Assistance Program, can be taken if the courses meet certification requirements. In addition the Company will agree to provide an additional \$1,000 for training that is directly related to our Company products and services through the terms of the Educational Assistance Program.
4. **Safety** – The Company is currently evaluating the parameters of the Safety Certification Program as presented to the Company for future cost savings. The Company is committed to re-establishing the safety committees on a statewide basis and for future certification if applicable.



5. The Company will be responsible for providing contracts and the costs associated with the printing of the new Collective Bargaining Agreement. In addition, the Company will provide the Union a soft copy of the final contract in Microsoft Word.
6. Reference to Facility Assigner has been deleted from the Collective Bargaining Agreement along with its wage schedule. Should the work performed by this occupation return, it shall be covered by the Collective Bargaining Agreement. Currently, the top wage rate for Facility Assigner is \$16.61.

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


Sincerely,



Katherine I. Warn

cc: P. Remy
M. Hayden
R. Wantuck
D. Currie

APPROVED:



Charles P. Burns
Communications Workers of America

Windstream Communications
50 Executive Parkway
Hudson, OH 44236-1676

Katherine J. Warn
Director, Labor Relations
t: 330.650.7456



October 1, 2010

Mr. Jeff C. Reamer
Executive Vice President
Communications Workers of America
Local 13000
2124 Race Street, 3rd Floor
Philadelphia, PA 19103

Re: Windstream Pennsylvania, LLC. – Local 13000
PAC Deduction

Dear Jeff:

In the course of recent bargaining toward our new collective bargaining agreement the Company agreed to implement a new Local 13000 PAC deduction. Employees can voluntarily execute an assignment authorizing the payroll deduction. Such deductions from pay will be submitted to Local 13000 in accordance with the respective Articles of the collective bargaining agreements.

If the above properly reflects our understanding as to the matter referenced, please sign below.

Sincerely,

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

Katherine J. Warn

cc: P. Remy
M. Hayden
D. Currie
C. Burns

APPROVED:

A handwritten signature in black ink, appearing to read "Jeff C. Reamer".

Jeff C. Reamer
Communications Workers of America – Local 13000

Windstream Communications
4001 Rodney Parham Road
Mail Stop 1170-B1F03-79B
Little Rock, AR 72212

Bruce Hurlbut
Sr. Counsel, Labor Relations
bruce.hurlbut@windstream.com
501-748-6942

September 29, 2012



Marge Krueger
Administrative Director
Communications Workers of America
District 2-13
1370 Washington Pike, Suite 407
Bridgeville, PA 15017

RE: Windstream Pennsylvania, LLC – Local 13000
Cross-Over to Another Bargaining Unit

Dear Marge:

In the course of recent bargaining toward our new collective bargaining agreement, the Company agreed that cross-overs are not intended to increase the volume of work subcontracted. In fact, the Company feels that an efficient use of cross-overs will tend to slightly reduce the use of contractors, simply because cross-overs permit a more efficient use of employed personnel. However, because the number of contractors on the property at any given time will differ due to many changing circumstances, placing the Union's proposed language ("will not result in the increased use of contractors") in the contract would inevitably lead to disputes. In short, temporary increases and decreases in contractors will occur without regard to cross-overs.

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

Sincerely,

Bruce Hurlbut

APPROVED:

Marge Krueger
Communications Workers of America-Local 13000



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

Bruce Hurlbut
Director, Labor Relations
t: 501-748-6942

October 1, 2015

Mr. James Byrne
Assistant to the Vice President, CWA District 2-13
230 South Broad Street
Philadelphia, PA 19102

Re: Windstream Pennsylvania, LLC. – Kittanning, Ridgway, Muncy, and Brookville-
Service Areas

Dear James:

In the course of recent bargaining toward our new collective bargaining agreement the below agreement was reached for inclusion in a side letter.

Interchanging Job Duties

The Union recognizes the Company's practice of interchanging job duties for employees that have the skills and abilities to perform another job to address service needs. In an effort to address concerns about cross functionality and training, the Company and Union agree to meet at to discuss training needs and related concerns.

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

Sincerely,

Bruce Hurlbut, Director of Labor Relations/HR

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

James Byrne, Assistant to the Vice President
CWA District 2-13



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

Bruce Hurlbut
Director, Labor Relations
t: 501-748-6942

October 1, 2015

Mr. James Byrne
Assistant to the Vice President, CWA District 2-13
230 South Broad Street
Philadelphia, PA 19102

Re: Windstream Pennsylvania, LLC. – Kittanning, Ridgway, Muncy, and Brookville-
Service Areas

Dear James:

In the course of recent bargaining toward our new collective bargaining agreement the below agreement was reached for inclusion in a side letter.

Contract Books

1. Contracts will be proofed by both parties and printed within 60 days of ratification.
2. Contract books are to be printed by a Union Printer with the Company and Union splitting printing costs 50/50%.
3. Contract books will be printed for every member in the bargaining unit plus 20 additional copies for the CWA for each contract.
4. An electronic copy in Word format of each Contract will be provided to the CWA District 2-13.

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

Sincerely,

Bruce Hurlbut, Director of Labor Relations/HR

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

James Byrne, Assistant to the Vice President,
CWA District 2-13



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

Bruce Hurlbut
Director, Labor Relations
t: 501-748-6942

October 1, 2015

Mr. James Byrne
Assistant to the Vice President, CWA District 2-13
230 South Broad Street
Philadelphia, PA 19102

Re: Windstream Pennsylvania, LLC. – Kittanning, Ridgway, Muncy, and Brookville-
Service Areas

Dear James:

In the course of recent bargaining toward our new collective bargaining agreement the below agreement was reached for inclusion in a side letter.

Safety

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union representing employees in Pennsylvania Windstream Communications agree to establish for the duration of the Collective Bargaining Agreements with the Union an advisory committee on safety principles. The Committee shall consist of not more than three (3) representatives from the Company and not more than one (1) representative from each of the bargaining units and one (1) Local 13000 Officer. This committee shall meet from time to time as required but no less than three (3) times per year.

Both parties will be responsible for adding discussion items to the meeting agenda. Notes from these meetings, including topics of discussion and resolutions, will be distributed to all members via email and/or during "tail-gate" meetings.

In connection with any safety activities, the Company agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled tour at the employee's regular straight time rate of pay.

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

Sincerely,

Bruce Hurlbut, Director of Labor Relations/HR

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

James Byrne, Assistant to the Vice President,
CWA District 2-13



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

Bruce Hurlbut
Director, Labor Relations
t: 501-748-6942

October 1, 2015

Mr. James Byrne
Assistant to the Vice President, CWA District 2-13
230 South Broad Street
Philadelphia, PA 19102

Re: Windstream Pennsylvania, LLC. – Kittanning, Ridgway, Muncy, and Brookville-
Service Areas

Dear James:

In the course of recent bargaining toward our new collective bargaining agreement the below agreement was reached for inclusion in a side letter.

Scheduling of Tours

The Parties agree that the current contract language contained in the Collective Bargaining Agreements intends to provide the Company the right to schedule tours over 8 hours or weekly schedules over 40 hours, but if the Company decides to schedule such tours or weekly schedules, the Company will follow all contractual provisions as to pay and will communicate with the Union as to details.

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

Sincerely,

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

Bruce Hurlbut, Director of Labor Relations/HR

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

James Byrne, Assistant to the Vice President,
CWA District 2-13

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

Bruce Hurlbut
Director, Labor Relations
T: 501-748-6942

November 7, 2018

Mr. Jon Remington
Staff Representative, CWA District 2-13
1370 Washington Pike, Suite 407
Pittsburgh, PA 15017

Re: Windstream Pennsylvania, LLC. – Kittanning, Ridgway, Muncy, and Brookville-
Service Areas

Dear Jon:

In the course of recent bargaining toward our new collective bargaining agreement the parties agreed to the terms contained in this side letter. In an effort to reduce the mandatory overtime from current levels, the Company shall post the positions in the bargaining units as set forth below:

- Kittanning/Murrysville Service Areas – 4 service technicians
- Muncy and Lansford Service Areas – 2 service technicians
- Brookville-Knox-Enon Valley Service Areas – 2 service technicians
- Ridgway Service Area – 2 service technicians

After the CBA is ratified for at least 6 months, The Company and the Union will convene to discuss whether the above postings have effectively reduced the volume of mandatory overtime, and will continue such meetings until the parties agree that mandatory overtime is at reasonable levels. The Company attendees at this meeting will include the Regional President and Director of Labor Relations.

The Company will post, at a minimum 2 BST positions (1 each in Kittanning and Export). The Company will take the most qualified person into that BST role from the existing workforce, but shall not be required to hire any person from outside the bargaining unit. The job postings will not add to overall headcount. Notwithstanding any provisions in the CBA, such BST roles: 1. Will perform any assigned work including Customer Service, Business Systems, and Network work. 2. May be assigned on standby for Network and Business Systems work.

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

Sincerely,



Bruce Hurlbut

cc: Jeff Reamer
Gregg Bialek

APPROVED:



Jon Remington, Staff Representative
CWA District 2-13

**WINDSTREAM PENNSYLVANIA, LLC
Brookville, Knox, Enon Valley Service Areas**

and

**COMMUNICATIONS WORKERS OF AMERICA
Local 13000**

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

Windstream Pennsylvania, LLC (“Company”) and Communications Workers of America, Local 13000 (“Union”) agree to establish a Construction Technician classification. Effective on the full execution of this agreement, the Construction Technician classification shall be established and added to the Collective Bargaining Agreement (CBA). The Union agrees and understands that if the Union does not agree to this MOA, Construction Technicians will not be included in the bargaining unit. All terms and conditions of the CBA shall apply to Construction Technicians except as otherwise set forth below:

1. Construction Technicians’ 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. The Construction Technician wage scale shall be the same as the Customer Service Technician wage schedule (Appendix A, Hourly Wage Schedule 1). The Company may hire onto any tier of the wage schedule based on the applicant’s experience, skill and ability.

3. Construction Technicians may be required to travel to work at locations outside the exchanges covered by the bargaining unit and may be assigned to work in any areas including those represented by either the CWA or IBEW and their respective locals. Except in cases of emergency, the Company will endeavor to provide seven (7) days’ notice to the Local 13000 Western Region Vice President of Construction Technician loans into or out of the state of Pennsylvania for loans of greater than 1 week. Additionally, the Company will endeavor to provide one (1) day notice when Construction Techs are to be loaned from one location to another in Pennsylvania regardless of the length of the loan. The Company will advise of the details of the loan; the number of technicians to be loaned, the locations involved and the anticipated duration of such loans. The Union will keep the Company advised of the identity and contact information of the Western Region Vice President.

4. The Union agrees that Company Construction Technicians represented by the CWA and IBEW in bargaining units outside the CBA may conduct construction, rehabilitation and upgrading work in the exchanges covered by this CBA, provided that such work shall not cause the lay-off of any employee in the bargaining unit that regularly performs the same work. Furthermore, work performed by such outside technicians will not be permanent and will not be performed for more than 180 days continuous assignment without the consent of the Union. In all cases of potential loans over 90 consecutive days the Company will discuss such loans with the Union. With the exception of cases of extreme emergency, Construction Technicians not

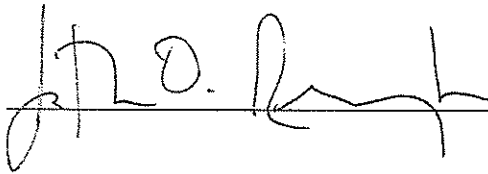
covered by this CBA shall not be loaned in to perform work outside of their classification nor loaned in when existing bargaining unit Construction Technicians are loaned outside of their job classification. Extreme emergencies are defined as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

5. The Company may assign Construction Technicians to standby duty within their job classification including areas outside the geographic scope of this unit. Standby duty may be rotated among employees or crews or shared with other CWA or IBEW bargaining units at the discretion of the Company. Standby will be paid according to the contract.

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

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

For the Union



Date:

10/1/21



For the Company:

Date: October 1, 2021

WINDSTREAM PENNSYLVANIA, LLC
Brookville Knox Enon Valley Service Area
and
COMMUNICATIONS WORKERS OF AMERICA
Local 13000

Memorandum of Agreement
Material Coordinator

Windstream Pennsylvania, LLC ("Company") and Communications Workers of America, Local 13000 ("Union") hereby agree to establish the position of Material Coordinator subject to the following.

1. Material Coordinators shall be paid according to the following wage schedule which shall be subject to the annual negotiated wage increases.

Start	15.00
12 months	16.66
24 months	18.32
36 months	19.98
48 months	21.64
60 months	23.30
72 months	25.00

2. Material Coordinators' primary work will be warehouse work, inventory management, shipping and receiving, documentation, and all tasks associated therewith supporting Engineering/Construction and Field Operations.

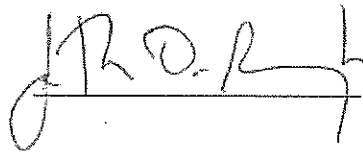
3. All terms and conditions of the collective bargaining agreement shall apply to the Material Coordinator position.

4. In the event of a lay-off, the Company agrees that the Utility Person will not be laid off prior to the Material Coordinators.

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

COMPANY

Communications Workers of America



Date: June 17, 2021

Date: 6/18/2021