

**AGREEMENT**  
**BETWEEN**  
**WINDSTREAM OHIO, LLC**  
**(ELYRIA SERVICE AREA/WESTERN DISTRICT)**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**LOCAL UNION 4485**

**Effective April 1, 2020 through March 31, 2023**

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AGREEMENT BETWEEN  
WINDSTREAM OHIO, LLC  
(ELYRIA SERVICE AREA/WESTERN DISTRICT)  
AND  
COMMUNICATIONS WORKERS OF AMERICA

This Collective Bargaining Agreement made and entered into by and between Windstream Ohio, LLC (Elyria Service Area/Western District) hereinafter called the “Company”, and/or their successors (who shall be obligated to honor the terms and conditions of said Collective Bargaining Agreement), and the Communications Workers of America, hereinafter called the “Union”, this first day of April 2020.

ARTICLE 1

Recognition

1. The Union is hereby recognized by the Company as the exclusive bargaining representative of all non-supervisory employees of the Company.
2. The Union and the Company agree to continue the past practice as it relates to engineers.
3. The Company will provide, in places accessible to employees, sufficient and suitable bulletin boards for the exclusive use of the Union for the purposes of posting notices of Union business, meetings, elections or other professional matters.

ARTICLE 2

Union Security and Check Off

1. It shall be a condition of employment that all employees of the Company covered by this Agreement shall, within thirty-one (31) days of the effective date of this Agreement, tender periodic dues to the Union.
2. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment, tender an initial fee and periodic dues to the Union.
3. The Company agrees to deduct Union membership dues providing the same are authorized in writing by the employee on a form, a copy of which is attached hereto and made a part hereof, and in accordance with the provisions thereof. Any such authorization shall terminate at any time an employee is transferred to a job classification outside the bargaining unit described above. When such transfer occurs the Union shall be notified.
4. The Company agrees to make payroll deductions of contributions to the Political Action Committee of the Communications Workers of America (COPE) in accordance with all applicable statutory requirements. The Company shall make such

payroll deductions when authorized to do so by the employee on an appropriate payroll deduction authorization. The Company will pay over to the Union any amount so deducted.

### ARTICLE 3

#### Rights of the Company

1. It is mutually agreed that the management of the Company and the direction and control of its property and operations, the assignment, direction, composition, and determination of the size of the working forces belong to and reside in the Company, except as otherwise specifically limited in this agreement. The Company shall have the right to exercise full control and discipline in the interests of proper service, production and the conduct of its business, subject, however, to the right of an employee to present a grievance as herein defined and provided for.

2. The Company shall have the sole right to hire new employees. The Human Resources Department shall notify the Union of all new employees at the time of hiring. Such notice will state the new employee's classification and wage rate. The Company will introduce new employees to the Local Union President or his/her designee.

### ARTICLE 4

#### Responsible Union-Company Relationship

The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purposes to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose. When the Company is changing a policy, procedure, or practice which it realizes will impact in a significant way on employees, it will discuss the matter with the Union before initiating the change. It is recognized, however, that agreement from/with the Union is not a prerequisite to such changes.

### ARTICLE 5

#### Adjustment of Grievances

1. The term "grievance" as used in this Agreement shall mean any dispute, disagreement, or difference arising between any employee or the Union and the Company. Both parties shall endeavor to settle a grievance in the simplest and most direct manner, placing proper responsibilities on the employees, the Union Representative, and the Company Representative for the accomplishment of this purpose.

2. Reasonable time shall be granted the employees and employee representatives of the Union [not to exceed two (2)] in any step of the Grievance Procedure for the adjustment of grievances, on Company time.

3. Grievances will be presented in the following order and manner unless any step is waived by mutual consent.

Discussion: Any employee who feels that he/she has a grievance may discuss the matter with his/her immediate supervisor with or without Union Representatives. The supervisor shall answer the grievance within seven (7) working days of presentation.

Step 1: If the grievance is not settled in discussion between the employee and his/her immediate supervisor, the Union Representative will reduce the grievance to writing and present such to the Company's representative within seven (7) working days of the discussion response. Thereafter, the employee and Union Representative, not to exceed two (2), shall discuss the matter with the designated Company Representative for this step of the Grievance Procedure. The Company Representative shall answer the grievance within ten (10) working days of the meeting. When so completed and signed, the written grievance and Company Representative's remarks shall be binding upon the respective parties for all purposes in the grievance procedure. Two (2) copies of the written grievance and the Company Representative's remarks shall be distributed to the Union, and two copies shall be distributed to the Company.

Step 2: If the grievance is not settled in Step 1, the Union Representative, [not to exceed three (3)] shall, within seven (7) working days after the decision of the Company's Representative is known, arrange a meeting with the Company Vice President or designate, for the settlement of the matter, at the earliest time mutually agreeable, but no later than twenty-one (21) working days after the matter has been referred.

If the Company fails to meet any of the time limits for answering grievances, the Union may move the grievance to the next step.

4. If a grievance is not presented within thirty (30) calendar days of its occurrence, it will be considered not to have existed, unless circumstances of the case made it impossible for the employee or the Union to know that they had grounds for a grievance.

5. Once a grievance has been presented by the Union to the Company, representatives of the Company shall not settle the grievance with the aggrieved employee or employees except in the presence of an authorized representative of the Union.

6. In the matter of suspension, disciplinary demotion, disciplinary transfer, or discharge, if after hearing the evidence, the charges are not sustained, the employee shall have his/her record cleared of the charges and in case of loss of wages shall be reimbursed for such loss. Discipline shall be for just cause in the case of non-probationary employees. No discipline will be administered to any employee which shall permanently impair his/her seniority rights. However, nothing in this paragraph shall limit the ability of the parties to

resolve disputes through the grievance procedure or the authority of an arbitrator to frame an award based on the facts of a given dispute.

7. Whenever an employee is suspended, discharged, transferred for disciplinary reasons, or demoted for disciplinary reasons, an officer of the Local Union shall be notified and, if requested by the employee, given an opportunity to be present. However, this shall not prevent the Company from relieving an employee from duty pending such notice. The Company will advise an employee in advance of a meeting if it is known that such meeting is for disciplinary purposes or is likely to result in disciplinary action.

8. In pursuing a grievance or grievances, the Union representative or representatives shall be granted access to all pertinent information (relative to the grievant) such as records of date of hire, absence, rate of pay, and date of bids, subject to the approval of the employee.

## ARTICLE 6

### Arbitration

1. If a grievance is not resolved through the Grievance Procedure, to the satisfaction of both the Company and the Union, the party dissatisfied may, at any time, by written notice to the other party within thirty (30) days after the conclusion of the discussion at Step 2 of the Grievance Procedure, demand an arbitration of the grievance. In the event that the parties, within two (2) days after such demand, are unable to agree upon an arbitrator, then the parties desiring arbitration shall forthwith notify the local office of the American Arbitration Association. Thereafter the arbitrator will be selected and the arbitration shall proceed in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties of this Agreement. The compensation and expenses of the arbitrator shall be divided equally between the Company and the Union.

2. Except in the case of remedy in a discharge, the arbitrator shall have no power to add to, or subtract from, or modify any of the terms (or provisions) of this Agreement. Nor shall he/she have any power to confer any right, benefit, or privilege which is not expressly granted or conferred by this Agreement, nor shall he/she substitute his/her discretion for that of the Company or the Union, nor shall he/she exercise any responsibility or function of the Company or the Union.

3. Notwithstanding the above, the parties recognize that mediation of grievances and/or expedited arbitration may be appropriate in certain cases. Therefore, upon mutual consent, the parties may utilize such procedures. If mediation is utilized, that process and the results thereof shall be inadmissible in any subsequent arbitration of the same grievance.

4. The Union shall have six (6) months from the date of demand for arbitration to initiate arbitration proceedings. Upon failure of the Union to initiate such proceedings, the grievance shall be considered closed. This does not apply to grievances filed as a result of a discharge.

## ARTICLE 7

### Probationary Employees

All employees during the first nine (9) months of employment shall be considered as probationary employees and as such will be covered by the wage provisions of this contract only. The discharge of such employees during the nine (9) months probationary period will not be subject to the Arbitration procedure.

## ARTICLE 8

### Bereavement

In the event of a death of an employee's mother, father, stepmother, stepfather, stepson, stepdaughter, brother, sister, brother-in-law, sister-in-law, husband, wife, son, daughter, grandparents, grandchildren, spouse's parents, spouse's stepmother, spouse's stepfather, son-in-law, daughter-in-law, adopted children and other relatives living in the employee's household, any such employee scheduled to work shall be excused for a period not to exceed three (3) days, beginning with the date of death and/or ending on the day following the funeral, without loss of pay, at straight time rates, for the hours the employee was scheduled to work. The Company may grant additional time off, with or without pay, where the circumstances of the bereaved employee justify such treatment.

Employees shall be excused with pay to attend the funeral of their aunts, uncles, **nieces and nephews** or spouse's grandparents. Such excused time shall be on the day of the funeral only.

In the event of the death of an employee, his/her beneficiary shall receive any unused vacation pay.

## ARTICLE 9

### Hours of Work, Overtime, Etc.

1. For the purpose of computing overtime, holiday hours, vacation time and pay, the following definitions shall apply.

- (a) The Standard Service Week is a period of seven (7) consecutive days, starting at 12:01 a.m., on Sunday and ending at midnight on Saturday.
- (b) The Standard Service Day is a period of twenty-four (24) hours, starting and ending at midnight on successive days.
- (c) The normal work day shall be eight (8) prescheduled hours or ten (10), if an employee is scheduled for a four (4), ten (10) hour per day schedule.

- 2.(a) Except in cases in which the employee requests that the first forty (40) hours or less of his/her week's work be scheduled on more than five (5) days per

week, an employee who is scheduled to work on more than five (5) days of a service week will be paid at time and one-half (1½) for all time worked after the first five (5) scheduled days worked by such employees in such week. However, if an employee would be entitled to time and one-half (1½) pay under this paragraph (a), with respect to any particular hours worked, and he/she would also be entitled under any provision of this Article 9 to time and one-half (1½) or double time (2) pay for those same hours or any of them, such employee shall be paid under whichever one of the provisions of this Article 9 will give such employee the most total pay for the service week, but not under both.

- (b) Except where a recognized or optional holiday falls on Saturday, an employee excused from work on such holiday shall have the number of hours he/she normally works per day counted toward the computation of weekly overtime for that week.
  - (c) Every employee shall be advised of his/her schedule for the next succeeding week before 3:00 p.m., on Thursday of the current week, and when not so advised, the employee's schedule for the current week shall be considered as his/her schedule for the next week.
  - (d) The Company may change such schedules. However, if less than seventy-two (72) hours notice of such change is given the employee, all hours worked outside the posted schedule shall be paid for a time and one-half (1½) the employee's straight time rate, except when worked at the employee's request. When an employee is requested to work an extra tour or partial tour beyond those scheduled, it will not be considered a schedule change.
  - (e) In order to meet customer demands, it is understood that overtime work is necessary and that all employees are required to work a reasonable amount of such overtime, including connecting overtime.
- 3.(a) All employees excused from work on the holidays provided for in Article 10, shall be paid for such day, eight (8) hours pay at straight time rates.
- (b) Employees working on a holiday shall be paid one and one-half (1½) times their normal rate for hours worked in addition to their holiday pay. Employees working on a holiday shall, beginning with the ninth (9<sup>th</sup>) hour worked on such holiday, receive double time (2) for time worked. Payment referred to in Section 3(a) shall not exceed eight (8) hours on any holiday.
  - (c) When Christmas falls on a Saturday or Sunday, employees regularly scheduled to work Saturday or Sunday will be scheduled Monday – Friday of that particular week. Those affected will observe the company observed Christmas holiday (Monday or Friday) the same as those employees scheduled Monday – Friday.

4. All Sunday time shall be at time and one-half (1½), even though a recognized holiday may fall on Sunday. When scheduled, a tour which includes Sunday hours will be paid at premium rate (1½) and shall constitute one of the scheduled tours for that week.

- 5.(a) Employees called out after having been dismissed or having left the Company's premises shall be paid at the rate of time and one-half (1½) their basic straight time hourly rate for all hours worked on such call-out before the employee's regular starting time. The call-out begins at the time of calling the employee out and ends when he/she reports back. The minimum payment for a call-out shall be two (2) hours pay at the rate of one and one half (1½) the employee's straight time. Scheduled overtime, including connecting overtime, will not be considered a call-out.
- (b) The Company may assign employees to Stand-by duty. Stand-by duty will be rotated weekly within the affected group among qualified employees. While on Stand-by status, an employee shall make himself/herself available for contact by the Company and shall promptly respond to any and all call-outs. Call-out pay described in the current Section 5.a will apply when the employee is called out. The fact that there may be an employee assigned to Stand-by does not relieve other employees from being subject to call-out.

The following is a guideline for administering "Stand-by":

1. Stand-by will be rotated within the affected group among qualified employees. See Exhibit B.
2. Employees must respond to the page or call within thirty (30) minutes, and be available for work within one (1) hour.
3. Employees assigned Stand-by will receive one (1) hour straight time pay per day Monday through Friday and two (2) hours straight time pay per day Saturday, Sunday, and Company designated holidays.
4. If work is performed, the employee shall receive the applicable call-out payment in addition to the Stand-by payment. Computation of call-out shall be per Article 9, Section 5(a). Employees may be asked to complete more than one (1) task on a single call-out. There will be a maximum of three (3) tasks per call out.
5. 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.
6. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.

7. 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.
8. 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.
9. Stand-by shall not be used to cover a shift due to an employee's vacation.

Note: "Day" means from 8:00 a.m. on the day the Stand-by assignment begins until 7:59 a.m. the following day. (Any such day is one (1) day, and paragraph 3 payment for such day shall be determined by the day of the week upon which the 24 hour assignment begins.)

6. Employees will be paid overtime for all hours worked in excess of eight (8) hours a day or forty (40) hours a week, whichever is greater. No time for which daily overtime is paid shall again be used to compute weekly overtime.

- (a) The paid time an authorized representative of the Union (who attends a scheduled joint conference with the Company) will be counted in the computation of overtime.
- (b) Time not worked but paid for on a vacation or holiday shall be considered as time worked in the computation of weekly overtime.
- (c) An employee must work forty (40) hours in a work week, recognizing the provisions of (a) and (b) above, to be eligible for weekly overtime. A paid sick day, jury duty or bereavement will not be included in the computation of overtime.
- (d) In the event an employee's work extends continuously past midnight, the employee's shift shall not stop at midnight and a new shift start after midnight, but instead, the employee's continuous work shall be treated as one shift and the employee shall be paid time and one-half for all work on that continuous shift over eight hours.

7. For convenience of the Company's payroll department, any work done on a regularly scheduled shift beginning after 10:00 p.m. shall be paid for at the rate provided for in this contract for work on the following day.

- (a) Choice of tours and/or vacations shall be in accordance with seniority.
- (b) Choice of tours shall be on a three month basis: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>. The Company shall post an updated seniority list, in each department, before such choice of tours. The Company will post the new three (3) month tour schedule two (2) weeks in advance of the tour start date.

8. An employee who works for at least three (3) consecutive hours after and beyond his/her normal quitting time on a regularly scheduled day shall be reimbursed by the Company for a meal allowance upon the presentation of the benefit input form to a maximum of \$10.00. Company input forms shall be used.

9. Four-Day Work Week. The following guidelines are to be utilized with reference to tours scheduled as a four-day work week:

- (a) Any employee who may work a four (4), ten (10) hour per day schedule will be paid time and one-half (1½) after working ten (10) hours in a workday.
- (b) An employee must be scheduled for a four-day week at the beginning of a week and remain on this schedule for the entire week.
- (c) All paid or non-paid absence days, excluding designated Company holidays within a work week will be treated as ten (10) hour days.
- (d) If the Company designated holiday falls on a regularly scheduled work day for that employee, he/she shall have four (4) choices: a) being scheduled five (5), eight (8) hour days instead of four (4), ten (10) hour days; b) working two (2) additional hours at straight time during that work week; c) taking two (2) hours vacation; or d) taking two (2) hours unpaid excused time.
- (e) An employee, who becomes ill and the illness extends to disability, will be assumed to remain on the schedule last worked until the employee is able to return to work or after the disability benefits have been exhausted.
- (f) 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.
- (g) For purposes of debiting vacation accounts and for purposes of determining payments under Section 1 of Article 10, a full day is ten (10) hours and one-half day is five (5) hours for an employee scheduled to work ten (10) hours on the day in question, as part of a four (4) day work week.
- (h) The Company will determine the number of such tours to be worked, if any, and the duration. Selection will be according to Article 9, Section 8(b).
- (i) Employees on a four (4) day ten (10) hour day schedule will receive the same total number of paid designated holiday hours, optional holiday hours and vacation hours per year as employees on a five (5), eight (8) hour day schedule.

## ARTICLE 10

### Holidays

1. Holidays recognized herein shall be: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2. In addition, subject to the following, each employee shall annually receive five (5) Optional Holidays.

- (a) 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. Up to fifty percent (50%) of any work group will be permitted to use an Optional holiday on Veterans Day, on a seniority basis.
- (b) Optional Holidays for employees hired during the current calendar year will be granted according to the following guidelines: New employees hired before August 1 and after completion of ninety (90) days of employment service will be eligible to receive three (3) Optional Holidays. New employees hired on or after August 1, but before October 1 and after completing ninety (90) days of employment service will be eligible to receive one (1) Optional Holiday. In no case will an employee receive more than three (3) Optional Holidays in the calendar year in which hired.
- (c) 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.
- (d) During holiday weeks, the Company will allow for two (2) additional days to be taken as either vacation or optional holiday over and above the full vacation weeks granted by the Company except for those work groups with less than three employees.

3. (a) Holidays which fall on Sunday will be observed on the following Monday.

(b) Holidays which fall on Saturday will be observed on the preceding Friday.

4. Employees, to be eligible for holiday pay must work or be excused the last scheduled day prior to the holiday and the next scheduled day following such holiday.

5. When it becomes necessary for employees to work on Thanksgiving Day and/or Christmas Day, the Company will ask for volunteers to work before scheduling employees who may have been required to work the Holiday(s).

## ARTICLE 11

### Vacations

1. Employees are eligible for vacation based upon the following vacation schedule:

- (a) If hired between January 1st and June 30th of the calendar year, new hires will receive one (1) week of vacation on the date of their 6-month service anniversary. The employee is eligible for a second week of vacation in January following their hire date. The employee is eligible for an additional week of vacation on the date of their 12-month service anniversary. Employees will be eligible for two (2) weeks of vacation in the January following the 12-month service anniversary.
- (b) If hired between July 1st and December 31st of the calendar year, new hires will receive one (1) week of vacation on the date of their 6-month service anniversary. The employee is eligible for a second week of vacation on the date of their 12-month service anniversary. Employees will be eligible for two (2) weeks of vacation in the January following the 12-month service anniversary.
- (c) Employees whose second and subsequent employment anniversary dates fall within a calendar year are entitled to vacation any time in such calendar year, as follows:

#### Calendar Year in Which Following Anniversary Date Falls:

2 to 4 years	2 weeks (80 hours)
5 to 13 years	3 weeks (120 hours)
14 to 24 years	4 weeks (160 hours)
25 and more years	5 weeks* (200 hours)

\*

One (1) week may be taken in one (1) day increments in addition to the reserve week.

2. As vacations must be timed so as to interfere as little as possible with operations and service to the public, the Company shall have the sole right to schedule vacations of employees. Employees must take their vacations in accordance with the schedule fixed by the Company, and in accordance with Section 7 of Article 9, hereof.

3. Where a portion of an employee's vacation is cancelled by the Company, such vacation may be rescheduled during the vacation year or the following vacation year or the employee may elect to be paid in lieu of rescheduling such vacation. The Company may not cancel an employee's vacation without consent of the employee, except in case of an emergency. Where a vacation is so cancelled, the Company shall reimburse the employee for any deposits lost or expenses incurred by the employee due to such cancellation.

4. An employee who resigns and provides the Company with two (2) or more weeks notice (ten days of work, not to include time off) shall be paid the unused portion of 1/12<sup>th</sup> his/her vacation eligibility for the calendar year of resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this proration policy shall be made for those employees who officially retire from the Company or are laid off due to the elimination (by the Company) of the employee's job. In those situations, the retiree or laid off employee shall be paid the entirety of the unused portion of his/her vacation for the calendar year. Employees who do not give the required notice or fail to work out their notice, or are terminated for proper cause will not be paid for any portion of unused vacation. 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. An employee that resigns from Windstream for reasons related to an approved personal or family medical leave will not be required to reimburse the Company for any vacation/optional holiday pay used towards FML.

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.

5. 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. However, at the time that all vacations are selected, and as a part of the regular vacation selection procedure, any employee entitled to two (2) weeks or more vacation may designate one (1) week selected as his/her "reserved week". Any employee entitled to four (4) weeks or more vacation may designate one (1) week or two (2) weeks selected as his/her "reserved week(s)". Any employee who so designates a "reserved week(s)" may be permitted to take up to five (5) days or ten (10) days [for those designating two (2) weeks] vacation a day at a time [up to five (5) such days may be taken in one-half (1/2) day segments], subject to the following conditions.

- (a) All requests must be made at least one (1) week in advance of the day sought as a vacation day, unless otherwise authorized by the supervisor. In extraordinary circumstances, at the sole discretion of the supervisor, an employee may be granted the use of a "reserved" vacation day upon as little as two (2) days advance request, but that shall be restricted to unique and unusual circumstances.

- (b) All requests are subject to prior approval of the Company and operating conditions as determined by the Company.
- (c) Where there are multiple requests within a vacation group for the same day, the earlier request will be given priority consideration.
- (d) If the employee has not used all five (5) days of his/her “reserved week” by the time such “reserved week” arrives; the employee must take the remaining days during such “reserved week.”
- (e) Two (2) weeks prior to his/her “reserved week” the employee shall notify his/her supervisor of the specific days during his/her “reserved week” on which he/she desires to take the day(s) remaining to his/her entitlement, i.e., those not previously taken.
- (f) Once the employee designates his/her “reserved week” he/she may not change or reschedule such week.

A reserved week on the vacation schedule, once vacated because the employee who had it reserved has fully used the five (5) days reserved, shall be available for others in the work group, i.e., they may transfer a week of vacation to such vacated week on the schedule.

6. On any vacation week, the Company will allow two (2) additional days to be taken by a Cable Technician or Network Technician as either vacation or optional holiday in addition to the full vacation week granted to another technician in the same work group, provided the work group has not less than three employees. On any one day, no more than two employees may be off work in each work group.

## ARTICLE 12

### Seniority

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 leaves of absence.

2. When any provision of this Agreement calls for the application of the principle of seniority (as defined herein, i.e., length of continuous service from most recent

date of hire) it shall apply by job title classification, except in the case of promotions where its application shall be company-wide.

3. Any employee whose seniority is terminated and who is subsequently re-employed shall, after two (2) years of continuous service from date of re-employment, have his/her previous seniority with the Company for substantive benefits purposes, but not for procedural selection purposes.

4. Any employee who transfers to the Company from any affiliate company (within the Windstream System) shall be credited with seniority in an amount consistent with his/her length of continuous service with such affiliate company, if the company from which the employee is transferring maintains a similar policy with respect to employees of Windstream Ohio, Inc. (Elyria Service Area and Western District) transferring thereto. Any bargaining unit or non-bargaining employee who is transferred to a bargaining unit position shall carry with his/her seniority an amount consistent with his/her length of continuous service with the Company but such crediting of seniority shall not be effective until two (2) years following such transfer.

## ARTICLE 13

### Contract Work

Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as may become necessary in the judgment of the Company. However, contracting work shall not cause the layoff or part-timing of regular, full-time employees customarily performing work of the same nature as that performed by such contract labor.

It is understood that the transfer of work or functions to other Company locations and/or affiliate companies is not covered by this provision and not restricted. Upon request by the Union, the Company will explain and discuss its reasons for determining to contract work.

## ARTICLE 14

### Layoff

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

2. If it becomes necessary in the judgment of the Company to lay off regular full time employees, the Company will notify the Union, in writing, of such judgment. During the next thirty (30) day period following such notice, the Company and Union will discuss the subject and attempt to reach agreement on the manner of implementing such layoff. Such discussions will include any suggestions the Union might wish to make in the interest of reducing the impact of layoff. If such agreement is reached, the layoff will proceed in accordance with such agreement. If no agreement is reached within such thirty (30) day

period, the layoff will proceed, by job title classification (i.e., within the job title classification where the force adjustment is necessary), in the inverse order of seniority.

3. The Company may attempt to eliminate the surplus through voluntary means before proceeding to a layoff. The Company may accomplish this through a “voluntary lay-off” procedure whereby employees in the impacted surplus classification(s) may be offered voluntary lay-off in order of seniority until the surplus is eliminated. The Company is not required to offer any incentive, but is permitted to identify the incentive, if any, at the time of the event.

4. In recalling after a layoff, the Company agrees to offer re-employment to the extent to which additional help is needed to former employees in the job title classification 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.

5. Any employee who would otherwise be laid off shall have a right to claim a job in another job title classification, provided (a) that he/she can perform the work satisfactorily; (b) that the job he/she claims is in the same wage schedule as his/her job or in a lower wage schedule; and (c) that the job he/she claims is held by a less senior employee. An employee could also claim a higher wage rated job (held by a less senior employee) if the employee had previously held that job and performed the work satisfactorily.

## ARTICLE 15

### Job Vacancies

1. A job vacant within the bargaining unit shall be posted by the Company at least seven (7) working days using the on-line posting process before being filled. The Company will agree during the term of the existing Agreement to also manually post on the two designated bulletin boards as well as provide a copy to the Union President.

2. The following job is considered to be an entrance job and is not to be bulletined: Building Maintenance.

3. In determining the relative qualification 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.

4. Employees interested in the qualifications necessary to be considered for a job vacancy may determine what those necessary qualifications are by inquiring of the department head in charge of the department in which the vacancy exists. Arrangements for such discussion shall be made by the employee’s immediate supervisor.

5. After a job vacancy is bulletined, the vacancy shall be awarded within ninety (90) days or the vacancy will be re-bulletined before it is filled.

6. Once an employee is notified that he/she has been awarded to fill a bulletined job vacancy, he/she shall be transferred to the new position within thirty (30) days.

**7. When a new position becomes available and all qualifications are determined equal; seniority shall govern the selection.**

ARTICLE 16

Inclement Weather

Employees in the Plant Departments shall be paid for scheduled time not worked, by direction of the Company, on account of weather conditions.

Nothing in this clause precludes management from assigning any employee to other work during inclement weather. Any employee refusing such assignment will not be paid.

ARTICLE 17

Job Classifications and Rates of Pay

1. Wage rates for all employees who are on the payroll of the Company as of the date of signing this Agreement, shall be as set forth in "Exhibit A" attached hereto and made a part hereof.

2. When an employee's straight time scheduled hours of work fall wholly or in part between 7:00 p.m. and 7:00 a.m., the employees shall be paid a night differential of ten percent (10%) of the employee's basic straight time hourly rate for all such hours actually worked between 7:00 p.m. and 7:00 a.m. The night differential shall not apply and is not payable for hours of work which are compensated at any overtime or premium rate.

3. An employee's scheduled hours in any day shall not exceed twelve (12) hours in overall length.

4. The night differential set forth in paragraph 2 of this Article shall not apply and is not payable for hours of work which are compensated at any overtime or premium rate.

5. Upon promotion to a higher paid classification, an employee will be placed at the same progression step in the new job as the progression step obtained on the job vacated and paid the established rate for that step unless the forgoing would result in greater than a 5% pay increase. If the promotion results in greater than a 5% pay increase, the employee

will receive a 5% pay increase and will be placed in the progression step closest to his/her new rate (no higher than top rate).

## ARTICLE 18

### Group Insurance

1. For the term of this Agreement, the Company will maintain and make available to employees health care plans consisting of medical benefits, vision, dental benefits, life insurance and accidental death and dismemberment benefits, and long-term disability benefits, as described to the Union in negotiations, or similar benefits.

All health care plans will be administered solely in accordance with the provisions of each plan. The selection of the health care plan administrator, the administration of the health care plans and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

The Company shall have the right to amend the health care plans in any way, including the selection of carriers. However, any amendment diminishing the level of benefits or increasing the cost to the employee/dependent will be limited to those changes applicable to non-bargaining employees.

When any changes in such benefits are to be made, the Company will give the Union at least thirty (30) days notice of such changes and upon request will meet to discuss the reason for the change.

2. Any employee who retires during the term of this Agreement will be entitled as a retiree to medical insurance coverage which in combination with Medicare is equivalent to the level of medical insurance coverage made available by the Company to active bargaining unit employees from time to time. (As active employee coverage levels change so will the retiree levels.)

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

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

## ARTICLE 19

### Non-Discrimination

1. There will be no discrimination by the Company or any of its agents against any employee because of membership in the Union.
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 20

### Pension Plan

The Windstream Corporation Pension Plan, the provisions of which have been reviewed with the Union, will apply to the employees covered hereby.

## ARTICLE 21

### 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.

## ARTICLE 22

### Sick Benefits

1. Provisions regulating sick time allowance for employees are as follows:
  - (a) To be eligible for this allowance, an individual must have been a full-time employee for more than a twelve (12) month period.
  - (b) This allowance will be limited to a maximum payment of 56 hours times the regular rate of pay to an eligible employee during the calendar year (January 1 through December 31) for lost time actually due to illness. This allowance will be given subject to the approval of the appropriate supervisor or department head.
  - (c) The Company reserves the right to demand proof of illness from the employee before payment of this allowance shall be made.

- (d) This 56 hours, until exhausted, may be used to result in pay for all or part of the five day waiting period referenced in Section 2, below.
- (e) Any incidental days that lead to a short term disability will be reinstated once the short term disability is approved.

2. After an employee has been absent from work for five (5) consecutive work days by reason of personal illness or injury, he/she shall be entitled to the following disability benefits commencing with the sixth (6th) work day, i.e., the day following such five (5) consecutive day status:

If seniority is less than one (1) year:

None

If seniority is one (1) to five (5) years:

Three (3) weeks full pay; five (5) weeks half pay.

If seniority is five (5) to ten (10) years:

Thirteen (13) weeks full pay; Thirteen (13) weeks half pay.

If seniority is ten (10) to fifteen (15) years:

Eighteen (18) weeks full pay; Seventeen (17) weeks half pay.

If seniority is fifteen (15) to twenty (20) years:

Twenty-five (25) weeks full pay; twenty-five (25) weeks half pay.

If seniority is twenty (20) to twenty-five (25) years:

Thirty-four (34) weeks full pay; seventeen (17) weeks half pay.

If seniority is over twenty-five (25) years:

Thirty-seven (37) weeks full pay; fifteen (15) weeks half pay.

An employee absent due to personal illness within fourteen (14) calendar days of his/her return to work, from the same illness for which sickness disability benefits were previously paid under this Section 2, will not be required to undergo an additional waiting period before resumption of benefits.

Successive periods of sickness disability shall be counted together (whether from the same illness or not) in computing the period during which the employee shall be entitled to benefits, except that any sickness disability occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered 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) year 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.

3. Any employee receiving benefits under this Article shall be entitled to no other benefit or payment, but an employee may reschedule (after return to active status) any vacation which had been scheduled for the period of time during which the employee was receiving benefits under this Article.

Upon request an employee may be required to ask his/her physician to prepare and forward to the Company a statement outlining the nature and anticipated duration of his/her illness.

Payment of 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 physicians to conduct an examination to determine the employee’s physical and/or mental condition.

4. Any employee receiving benefits under this article shall be entitled to no other benefit or payment. However, if an employee is disabled and his/her vacation is scheduled to start, the vacation shall be postponed. If the employee is thereby and thereafter unable to take previously scheduled vacation before the end of the calendar year, he/she will be entitled to take the unexpended portion of his/her 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 disability;
- (b) As much of the unexpended vacation as possible must be rescheduled in the calendar year;
- (c) The unexpended vacation must be completed by March 1 of the next calendar year; and
- (d) No payment in lieu of vacation will be made if not taken.

5. Workers’ Compensation. If an employee is receiving Workers’ Compensation benefits, the Workers’ Compensation benefit is supplemented to 100% of Windstream pay.

## ARTICLE 23

### Educational Assistance

The Windstream Educational Assistance Plan, as amended from time to time, shall be applicable to bargaining unit personnel, and that the Company reserves the right to modify or terminate the Plan. Effective for the term of this Agreement, eligible employees who meet the plan provisions as described in the Educational Assistance Plan document are eligible for

a maximum annual reimbursement not to exceed \$2,500. However, any employee who successfully passes a course that is directly related to a Company product or service will be eligible for up to an additional \$1,200 reimbursement benefit (over and above the \$2,500 maximum). See plan documents for a full description of the Plan, application and reimbursement form.

If courses meet the plan requirements, the CWA/NETT courses can be reimbursed through Windstream Educational Assistance Plan.

## ARTICLE 24

### Leaves

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

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

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

4. All unpaid leave of absence in excess of thirty (30) consecutive calendar days in a calendar year shall be deducted from the seniority the employee would otherwise accumulate, except as otherwise required by statute requiring military leave.

5. 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 22, but who remains disabled, shall, upon written request prior to having exhausted such benefits be entitled to a departmental leave of absence-disability up to thirty (30) days and if necessary and supported by medical commentary acceptable to the Company, a formal leave of absence-disability. Such formal leave of absence-disability may extend for the period of a disability up to a maximum of 155 days. Both a departmental leave of absence- disability and a formal leave of absence-disability must be approved by 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 full duties or his/her classification or of a similar classification.

- (d) Upon reasonable notice, an employee may, at the discretion of the Company, be granted a formal leave of absence-personal, provided the granting of such leave of absence is consistent with the needs of the Company.

However, there is no guarantee that an employee returned from a formal leave of absence-personal will be reinstated to the same classification of similar condition and pay.

Note: In a case where the employee is entitled to a leave of absence under both paragraphs (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 leave (extension) is requested. In any such case, the length of leave granted under subparagraph (b) shall be deducted from the length of the leave (extended) to which the employee may be entitled under subparagraph (c). Further, in any such case, the subparagraph (c) portion (extension) of the leave shall not be treated as a new leave and shall not qualify for the thirty day benefit provision of paragraph 3, above. [The purpose of this note is to clarify that rights and benefits under subparagraph (c) may overlap with subparagraph (b) benefits and rights. An employee is not entitled to the entirety of subparagraph (c) benefits where the subparagraph (b) benefits are granted.]

## ARTICLE 25

### Jury and Witness Duty

The Company will pay an employee on jury duty straight time earnings for the time which such service forces him/her to be absent from his/her regularly scheduled hours of work. Evidence from the Clerk of Courts of the fee paid to the employee will be required by the Company.

The same obligation as is established in the above paragraph of this Section shall also apply to an employee who is subpoenaed as a witness in a judicial proceeding, except where

the employee is a party to the litigation or the defendant in a criminal proceeding. [If the employee is a defendant in a criminal proceeding as the result of action in which the employee engaged within the scope of his/her employment, this restriction does not apply.]

## ARTICLE 26

### Rest Period

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 regular scheduled tour, he or she shall be excused from duty for that portion of his or her schedule tour, which is covered by the rest period without loss of pay. Employees will be expected to report for work at the end of the eight (8) hour rest period to complete their schedule tour or will forfeit all paid hours associated with the rest period.

Should an employee be required to report back to work before the eight (8) hours has elapsed, he or she shall be paid one and one-half (1-1/2) 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.

If the employee chooses not to take all or part of said rest period, then he/she may work such next schedule tour unless the Company determines that he/she is not permitted to do so under federal, state, or local law or regulation. In any circumstance where federal, state, or local law or regulation requires a rest period not fully satisfied by this Article, the rest period required by law or regulation shall be satisfied.

## ARTICLE 27

### Negotiations

The Company will pay the straight time wage rates for a maximum of two (2) employees serving on a union bargaining committee, for such time employees would have otherwise been scheduled to work.

## ARTICLE 28

### In Charge

Any employee assigned to be "In Charge" of two (2) or more other employees (not counting the employee in charge) shall receive an "in charge" rate of ten percent (10%) of the employees regular, straight time rate, above his normal rate of pay, for all hours so assigned.

## ARTICLE 29

### Regular, Part-Time Employee Computation

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 benefits plan or retirement plan\* applicable to members of the bargaining unit.

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 (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.

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

4. All part-time position vacancies will be posted pursuant to the provisions of Article 15.

5. Before proceeding with a layoff under the provisions of Article 14, the Company shall first eliminate all part-time positions within the job classification affected by the layoff. Any part-time employee whose position is thereby eliminated may claim a full-time position in the same job classification which is held by a less senior employee. After this process is complete, the layoff of full-time employees, if any, shall proceed in accordance with the provision of Article 14.

6. Except as provided in Section 5, above, the number of full-time positions and the number of part-time positions existing within a job classification shall be determined by the Company. However, the Company will not involuntarily reduce any full-time employee to part-time status without the prior consent of the Union. (The Company will meet with the Union to discuss implementation of and any increases in such part-time hiring.)

\*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.

7. When an employee is reclassified from regular part-time to regular full-time, the employee's seniority date will be established (adjusted) to reflect seniority earned to the date of transfer under Section 3, above. Vacation benefits during the calendar year in which the transfer occurs, if any, shall be pro-rated based upon the hours the employee worked in the prior calendar year. Provided, however, that the employee shall be entitled during the calendar year of transfer to one week vacation, pursuant to Article 11, Section 1(a), if his/her adjusted seniority date so dictates. (In all cases, any amount of vacation taken by the employee during the calendar year of transfer, but before the date of transfer, shall count against his/her entire entitlement for that year.)

## ARTICLE 30

### Definitions

"Regular Full Time" means an employee who is regularly scheduled to work 40 hours per week.

"Regular Part Time" means an employee who is regularly scheduled to work 20 hours or more, but less than 40 hours per week.

"Temporary Employee" means an employee who has been engaged or hired for a specific project or a limited period, with a definite understanding that his/her employment is to terminate upon the completion of the project or at the end of the period, whose employment is not normally expected to continue for more than a year. Temporary employees may be either full-time or part-time. Employees hired with the understanding that they will have some work every week, in varying or uniform amounts, for normally not more than one (1) year, will be classified as temporary help.

"Occasional Employee" means an employee who works less than 20 hours per work week for a specific amount of time.

## ARTICLE 31

### Severance Pay

If a force surplus is created by the Company due to closing, partial closing, transfer of functions outside the service area of Windstream Ohio, LLC (Elyria Service Area and Western District) lack of work or otherwise, employees permanently laid off as a result 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 26 weeks pay to the credit of the respective employee at date of termination, provided, however the entitlement to any severance allowance shall be subject to the following limitations and conditions. See Exhibit D for grandfathered employees.

- (a) No severance allowance shall be paid to any employee who is offered the opportunity to continue employment with the Windstream Ohio, LLC (Elyria Service Area and Western District).
- (b) No severance allowance shall be paid to any employee who is offered and accepts a transfer to a position with an affiliate company within the Windstream Corporation System.
- (c) In order to be entitled to a severance allowance, the employee must remain actively at work up to and including the date on which the Company terminates his/her position. No severance allowance shall be paid to any

employee who resigns, retires, or is otherwise terminated prior to date of permanent layoff.

- (d) Any unused vacation pay to which the employee may be entitled shall be in addition to the above.
- (e) Any employee who receives a severance allowance and is subsequently recalled within the two (2) year recall period shall be required to reimburse the Company for each week of severance pay received which exceeds the number of weeks during which the employee was absent from work between termination and recall.
- (f) An employee shall be considered “permanently” laid off when the Company so identifies the layoff or after two (2) years have passed without recall, whichever occurs first.

## ARTICLE 32

### Excused Time

1. Excused time is defined as time [not to exceed 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 contract.

2. Requests for excused time will be granted or not granted based upon the customer service requirement needs of the business. Requested absence, arranged in advance, for a doctor’s appointment should not be considered personal illness and shall be excused, non-paid time. Requests must be made in advance.

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

## ARTICLE 33

### Safety

Should the Union believe that changes in safety practices or equipment are advised, it will notify the Company, and a meeting will be convened to discuss the matter.

ARTICLE 34

Work on Higher or Lower Rated Jobs

1. When an employee is temporarily assigned to work on a higher rated job, he/she shall be paid the hourly basic rate of pay applying to the job to which he/she is assigned and that his/her wage experience would otherwise entitle him/her had he/she been permanently assigned to the job.

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

ARTICLE 35

Supervisory Employees

Except in cases of emergency, or when instructing, supervisory employees shall not be permitted to do production work.

ARTICLE 36

Personnel Records

Personnel records shall be purged of disciplinary entries thirty-six (36) months after the date of entry if no other entry 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 Work Place Policy, Company's applicable Ethic's Policy or violates Title VII of the Civil Rights Act.

ARTICLE 37

Travel Expense

1. When an employee, by Company request, drives his personal vehicle on Company business, he/she will be reimbursed by the Company at the rate established by the IRS guidelines.

2. An employee who is required by the Company to be out of town will be paid a per diem of \$ 38.00 for each full day that he/she remains out of town. A per diem of \$19.00for the day of travel when he/she returns from their out-of-town assignment.

ARTICLE 38

Effective Date – Duration

This Agreement shall be effective from **April 1, 2020** to and including **March 31, 2023**, and shall continue in force thereafter unless terminated by written notice from either

party to the other, in which case this Agreement shall terminate sixty (60) days following the receipt of such notice. In the event a new Agreement is not entered into between the parties hereto before this Agreement is terminated as a result of such termination notice, this Agreement may be extended beyond such termination date of mutual agreement of the parties hereto. However, changes agreeable to both parties may be made at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this first day of **April 2020**.

COMMUNICATIONS WORKERS  
OF AMERICA

WINDSTREAM OHIO, LLC  
(Elyria Service Area and Western District)

By \_\_\_\_\_  
Shannon Kirkland , CWA District 4  
Representative

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

\_\_\_\_\_

**EXHIBIT A**

**WINDSTREAM OHIO, LLC  
Elyria Service Area/Western District**

**Hourly Wage Progression Schedule**

**Schedule 1**

Cable Technician  
Customer Service Technician  
Network Technician

	<b><u>Current</u></b>	<b><u>4/1/2020</u></b>	<b><u>4/1/2021</u></b>	<b><u>4/1/2022</u></b>
Start	\$19.17	\$19.55	\$19.94	\$20.34
12 Months	\$21.09	\$21.51	\$21.94	\$22.38
24 Months	\$23.02	\$23.48	\$23.95	\$24.43
36 Months	\$24.95	\$25.45	\$25.96	\$26.48
48 Months	\$26.89	\$27.43	\$27.98	\$28.54
60 Months	\$28.79	\$29.37	\$29.96	\$30.56
72 Months	\$30.94	\$31.86	\$32.49	\$33.14

**EXHIBIT A**

**WINDSTREAM OHIO, LLC  
Elyria Service Area/Western District**

**Hourly Wage Progression Schedule**

**Schedule 2**

Customer Service Assistant

	<b><u>Current</u></b>	<b><u>4/1/2020</u></b>	<b><u>4/1/2021</u></b>	<b><u>4/1/2022</u></b>
Start	\$15.27	\$15.58	\$15.89	\$16.21
12 Months	\$16.49	\$16.82	\$17.16	\$17.50

24 Months		\$17.72		\$18.07		\$18.43		\$18.80
36 Months		\$18.94		\$19.32		\$19.71		\$20.10
48 Months		\$20.18		\$20.58		\$20.99		\$21.41
60 Months		\$21.41		\$21.84		\$22.28		\$22.73
72 Months		\$22.61		\$23.06		\$23.52		\$23.99

## EXHIBIT A

### WINDSTREAM OHIO, LLC Elyria Service Area/Western District

#### Hourly Wage Progression Schedule

##### Schedule 3

Utility Person

	<u>Current</u>	<u>4/1/2020</u>	<u>4/1/2021</u>	<u>4/1/2022</u>
Start	\$13.42	\$13.69	\$13.96	\$14.24
12 Months	\$14.89	\$15.19	\$15.49	\$15.80
24 Months	\$16.35	\$16.68	\$17.01	\$17.35
36 Months	\$17.83	\$18.19	\$18.55	\$18.92
48 Months	\$19.31	\$19.70	\$20.09	\$20.49
60 Months	\$20.77	\$21.19	\$21.61	\$22.04
72 Months	\$22.27	\$22.72	\$23.17	\$23.63

**EXHIBIT B**  
Field Service Technician

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

1. For any position posted after the execution of this contract, the Company may hire employees onto any tier of this schedule based upon the candidate's experience and skill, provided the amount does not exceed the wage rate of the lowest current CST. In the year after an employee reaches the top wage, the employee will receive the same annual percentage increase as employees on other wage scales.
2. The job responsibilities of a Field Service Technician shall primarily be installation, upgrade orders and trouble tickets.
3. FST employees shall not exceed 35% of the total CST workforce in the bargaining unit covered by this contract. At no time will the number of FSTs exceed the number of CSTs in the bargaining unit.
4. If a Field Service Technician job is posted and awarded to a CST, Cable Tech or Network Tech, the employee will hold the CST title and receive CST wage.
5. When the number of FSTs exceeds 35% of the total CST workforce in the bargaining unit a CST job will be posted internally and the Company will select an FST to fill the CST position pursuant to Article 15, Job Vacancies. The new CST will be placed on the CST wage schedule at the second monetary step above his/her current FST rate.
6. Should a layoff be necessary, Field Service Technicians will be laid-off prior to any CSTs, Cable Techs or Network Techs in the bargaining unit.
7. The FSTs and CSTs shall be a single work group and on the same vacation and call out schedules.
8. Overtime will be offered to CSTs prior to being offered to FSTs.
9. This MOA will expire upon expiration of this Collective Bargaining Agreement unless extended by the Parties.

## **EXHIBIT C**

### **WINDSTREAM OHIO, LLC Elyria Service Area/Western District**

#### **MEMORANDUM OF UNDERSTANDING**

Notwithstanding classification, each employee shall be expected to perform any job function assigned, whether or not normally a function primary to his/her classification.

Notwithstanding classification changes, work groups organized generally around typical job assignments will continue for purposes of weekly scheduling vacation selection, stand-by and call-out. There will, however, be one stand-by list (per area) for Network Technicians and one list for Customer Service Technicians.

The Company may temporarily transfer employees between classifications as needed based on the needs of the business. If a permanent transfer is needed, the Company will post the position for bid. If there are no qualified bidders, the Company will transfer the least senior qualified individual. The Company will provide 30 days notice to the employee of such permanent transfer.

## **EXHIBIT D**

### **WINDSTREAM OHIO, LLC Elyria Service Area/Western District**

#### **EMERGENCY TIME CONCEPT**

Employees may have the need to respond to “emergencies”, that are unplanned for, serious and sudden events in their personal or family situations and also other events which could not be scheduled so as to not impact on scheduled work time.

In the event, these situations occur, employees may use an optional holiday, vacation time (minimum increment of four hours) or they may elect to make-up the time.

Make-up time requests are personal requests to alter a non-exempt employee’s regularly scheduled work week. In order to facilitate scheduling and work assignments, an employee should request in advance to make up known absence time. Supervisors should consider any extenuating circumstances that prevent advance notice.

Non-exempt employees may make up unpaid absences under the following conditions:

- The make-up time is in the same work week as the absence.
- Work is available outside the scope of the employee’s normal scheduled work week.
- A portion of the lost time may be made up during a meal period, provided the employee takes a scheduled minimum meal period or mid-shift break of 30 minutes.
- Company-provided employee breaks cannot be used to make up lost time; and
- Make up time is approved at the manager’s discretion.

**EXHIBIT E**

**WINDSTREAM OHIO, LLC  
Elyria Service Area/Western District**

**SEVERANCE 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 the first paragraph of Article 31 (Severance), but subject to the other provisions of that Article.

<b><u>Name</u></b>	<b><u>Weeks of Pay</u></b>
<b>Debra Shaffer</b>	<b>35</b>
<b>David Rowe</b>	<b>28</b>
<b>Gerald Porter</b>	<b>27</b>
<b>Kathleen Zaleski</b>	<b>35</b>
<b>Yvonne Williams</b>	<b>33</b>
<b>Jeffrey Wilgor</b>	<b>31</b>

## EXHIBIT F

WINDSTREAM OHIO, LLC.  
Elyria Service Area/Western District

### MEMORANDUM OF UNDERSTANDING

#### NETWORK TECHNICIAN CLASSIFICATION

The Company does not define Network Technician positions as inside and outside or by their working aloft status. The job description clearly defines the responsibility and requirements of the job. However, during discussions leading to the new Collective Bargaining Agreement, we have agreed to the following:

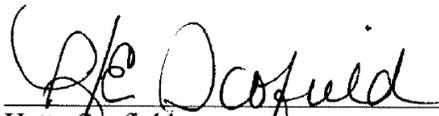
1. We will continue the separation of inside/outside technician for work schedules until December 31, 2012.
2. Effective January 1, 2013, all network technicians will be combined into a single network technician work group including work schedules and job functions with the exception of working aloft, as identified in Item No. 3 and 4 below.
3. The following employees, currently listed on the inside technician work schedule, will be expected to perform the network technician job as currently assigned, including working aloft within the central office. This does not include use of ladders or gaffs outside the central office.

Anthony Sweeten

4. The following employees, currently listed on the outside technician work schedule, and all network technicians awarded this position after March 31, 2011 shall be required to perform all job requirements listed in the job description and job demands form including meeting all current standards of working aloft. If the technician cannot perform using ladders and/or gaffs and another position is not available for him or her, that technician shall be declared unfit for duty and could be terminated.
  - 1)
  - 2) Dave Morgan
5. Separating the work schedules as identified in Number 3 and 4 above, does not place limits in the Company's right to move, direct, and assign work as needed to meet customer demands for any network technician. See Exhibit B of the Collective Bargaining Agreement.
6. This Memorandum of Agreement replaces any and all agreements associated with the July 26, 2007 Elyria Networking Scheduling Issues/Resolution.

7. If needs change, the Company will notify and meet with the Union to discuss.

  
\_\_\_\_\_  
Katherine J. Warn  
Director, Labor Relations

  
\_\_\_\_\_  
Hetty Scofield  
Communications Workers of America

ALLTEL COMMUNICATIONS, INC.

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



LABOR RELATIONS  
Katherine J. Warn  
Director  
330-650-7456

March 30, 2005

Mr. Henley Johns  
CWA Representative  
Communications Workers of America  
20525 Center Ridge Road  
Cleveland, OH 44116

Re: ALLTEL Ohio, Inc. – Elyria and Kenton Service Areas  
Selling as a Job Requirement

Dear Henley:

During recently concluded bargaining for ALLTEL Ohio, Inc.-Elyria and Kenton Service Areas, we discussed the above. The purpose of this letter is to recite our understandings.

First, the Company does not intend to establish sales quotas. This does not mean that employees are not expected to sell Company services and products. Indeed, employees are presently doing so. To the contrary, it simply means that any quota would fail to take into account all of the variables that should be considered in evaluating any employee's job performance.

Second, the Company does consider selling of Company products and services to be a job requirement. Particular emphasis is placed on those with customer contact. The focus here should be on the selling effort. The Company recognizes that some employees are better at selling than others. However, everyone should try, and there is every reason to expect that legitimate effort will result in positive results where employees have customer contact.

Third, the Company also expects employees to cooperate in the record keeping arenas (presently the ALLTEL Rewards). That is, where the Company creates procedures and mechanisms for recording sales efforts, the employees are expected to follow these procedures and to use these mechanisms. It is my understanding that there has been no difficulty in this regard.

Fourth, to the extent that any bargaining unit employee is asserted to have failed any job requirement, the just cause standard shall govern the propriety of any disciplinary action taken by the Company. Selling is not different from any other job requirement. It is one element of multiple faceted jobs and it should be treated just like any and every other job requirement.



March 30, 2005

Page 2

Henley Johns

The reason the Company is unwilling to agree that no disciplinary action would ever be taken based "solely" on a failure of selling is that we would not agree to that principle with reference to any job requirement. That does not mean that other issues, principles, and concerns are to be ignored in evaluating an employee failure of a particular job requirement. Indeed the principle of "just cause" is sufficiently broad to anticipate the full evaluation of an employee and his/her performance in any disciplinary setting. There are, of course, cases where the failure of a single job requirement may legitimately result in discipline. In other situations, that is not the case. The fact that we can never predict all of the material facts and considerations in advance is the very reason we have adopted the "just cause" standard in our contract.

No one is looking for a reason to discipline employees. The Company is simply seeking to insure that employees understand the significance of sales, and that each employee will put forth his/her best effort toward that goal. The Company intends to provide employees with the necessary tools to achieve success.

To the extent that the Company might believe that an individual employee is not making the necessary effort toward sales, it (Company) would expect to work with that employee and the Union to assist the employee toward a more successful effort. Disciplinary action would be a last resort. That would, of course, be followed by the same full review which follows any disciplinary action, and would include consideration of all the things you have suggested are material to such matters.

The Company will keep records of both referral and sales, and will post results on a weekly basis.

Very truly yours,

Katherine J. Warn

cc: D. Nelisse  
C. Radich  
S. Schraibman

Approved:

  
Communications Workers of America

Windstream Communications  
50 Executive Parkway  
Hudson, OH 44236-1676

**Katherine J. Warn**  
Director, Labor Relations  
t: 330.650.7456

March 20, 2008



Ms. Hetty Scofield  
20525 Center Ridge Road  
Room 700  
Cleveland, OH 44116

RE: Windstream Ohio, Inc. Elyria Service Area/Western District  
Letter of Understanding – Sales Incentive Programs

Dear Hetty,

During recently concluded bargaining for Windstream Ohio, Inc. - Elyria Service Area/ Western District, we agreed to the following:

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.

As new products and services or changes to Windstream discount offerings occur, the Company will review at Company employee meetings. The Company will also instruct employees as to the location of these discounts on the Intranet.

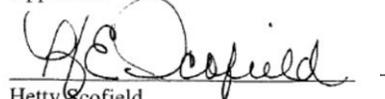
If you find these understandings to be in order, please sign below.

Sincerely,

**Katherine J. Warn**

cc: B. Beigie  
B. Bishop  
S. Schraibman  
S. Spence

Approved:

  
Hetty Scofield  
CWA Representative

April 3, 2014



Ms. Hetty Scofield  
Representative  
Communications Workers of America  
20525 Center Ridge Road  
Room 700  
Cleveland, OH 44116

Re: Windstream Ohio, Inc. (Elyria Service Area/Western District)

Dear Hetty:

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. Discussions were held at the bargaining table regarding the expectation of training for technicians. It is the Company's intent to seek input from technicians on their training preferences and use this as a guide to determine a training plan for each technician. Furthermore, the parties agree that the Union will work together with managers to address training opportunities for technicians.

Also reflected are certain understandings from previous bargaining sessions:

2. Discussions were held at the bargaining table and it is understood employees are expected to work overtime, including connecting overtime, to meet customer demands. The union agrees that overtime is sometimes a necessity and will reinforce overtime obligations with the bargaining unit. The union and company agreed to meet with individuals that are not meeting overtime expectations and define a course of action.

3. The Company and the Union leadership, either on a local or statewide basis, will meet semi-annually to discuss changes in business operations, policies, or procedures. The meetings will be scheduled at a mutually agreeable date, location and time.

4. The Company agrees to be responsible for the printing of the contract.

5. The Company will not be responsible for paying employee's prescription safety glasses.

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

Sincerely,

Bruce P. Hurlbut  
Sr. Counsel – Labor Relations

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Hetty Scofield  
CWA

**WINDSTREAM OHIO, LLC AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL UNION 4485  
Memorandum of Understanding**

The Company and the Union agree to the following:

1. Upon ratification of the contract, one additional Network Technician position will be posted and will be hired from within the bargaining group.
2. Upon ratification of the contract, one additional Cable Technician position will be posted and will be hired from within the bargaining group.
3. The next two positions posted after the Network Tech and Cable Tech will be Customer Service Technicians on the CST wage scale. No Field Service Technician jobs will be posted prior to the posting of these two CST positions.

\_\_\_\_\_

Company

\_\_\_\_\_

CWA