

AGREEMENT  
BETWEEN  
WINDSTREAM WESTERN RESERVE, LLC.  
SOUTHERN DISTRICT  
AND  
COMMUNICATIONS WORKERS OF AMERICA

Effective  
May 1, **2020** Through April 30, **2023**



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## AGREEMENT

This Agreement made and entered into by and between Windstream Western Reserve, LLC, 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 1st day of May 2020.

### W I T N E S S E T H:

#### ARTICLE 1

##### Recognition

1. The Company hereby recognizes the Union as the exclusive bargaining representative of all employees employed by the Company in its Southern District (previously Southeastern Ohio Telephone Company), excluding professional employees, confidential employees, guards and supervisors as defined in the Act.
2. Any disciplinary action against an employee shall be subject to the grievance and arbitration procedures set forth herein. Where such procedures result in a reversal of the original disciplinary action, the employee involved shall have his or her record cleared of the charges and, in case of loss of wages, shall be reimbursed for such loss. No discipline will be administered to any employee that shall permanently impair his or her seniority rights.
3. The Company will provide, in places accessible to employees, sufficient and suitable bulletin boards for the exclusive use of the Union for the purpose of posting notices of Union business, meetings, elections, etc.

## 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 (30) 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 (30) days following the beginning of such employment, tender an initiation 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 deduct contributions for CWA PAF. Deductions shall begin after the execution of an authorization card. The Company further agrees to transmit said deductions to the CWA International Secretary-Treasurer.

5. Local Union representatives shall be allowed a 15-minute meeting in the first 30 days of a new employee's employment for the purpose of providing information about the Union.

## ARTICLE 3

### 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 the Union agree that there will be no discrimination, in violation of statute, against employees or applicants for employment for reasons of race, creed, color, sex, age (40 and over) 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 4

##### Definitions

"Regular employee" means one whose employment is reasonably expected to be permanent at the time he is engaged.

"Part-time 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. Temporary employees shall not be used in a manner to cause layoff of or to deny permanent promotion to a regular employee.

#### ARTICLE 5

##### 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 Company 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.

## ARTICLE 6

### Guarantee of Independence of Action

No Union Representative shall be discriminated against by the Company because of anything said or done in connection with the conduct of his or her official duties as a Union Representative.

## ARTICLE 7

### Adjustment of Grievance

1. (a) 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 Representatives, and the Company Representatives for the accomplishment of this purpose.

(b) 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.

2. 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 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 Step1, 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 not later than twenty-one (21) working days after the matter has been so referred.

Time limitations set forth in this Article may be extended upon mutual consent of both parties.

3. If a grievance is not presented within thirty (30) calendar days of its occurrence, it will then 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.

4. 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.

5. The Union shall notify the Company in writing as to whom its designated representatives are for each step in the Grievance Procedure, within thirty (30) days after the signing of this Agreement.

6. Except as provided in Article 25, no employee shall be suspended, demoted, or discharged except for just cause.

## ARTICLE 8

### Arbitration

1. Any dispute not settled through the grievance procedure set forth in Article 7, above, 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, be submitted to arbitration. The party desiring arbitration shall notify the local office of the American Arbitration Association and request a panel of arbitrators. 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 unless extended by mutual agreement. This does not apply to grievances filed as a result of a discharge. The decision of the arbitrator shall be final and

binding on both parties to this Agreement. The compensation and expenses of the arbitration shall be divided equally between the Company and the Union.

2. 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 have any power to confer any right, benefit, or privilege that is not expressly granted or conferred by this Agreement, nor shall he 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.

## ARTICLE 9

### 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 leave of absence.

2. When any provision of this Agreement calls for the application of the principle of seniority, it shall apply by job title classification within each geographic reporting area, except (a) in

the case of promotions and transfers where its application shall be bargaining unit-wide; and (b) in case of layoff where its application shall be in accordance with Article 24.

3. An employee who is rehired after having had his seniority terminated under Section 1, above, will have his previous seniority bridged upon completion of five (5) years of continuous service from his most recent date of rehire, provided his previous seniority was six (6) months or more. An employee who is laid off and recalled within two (2) years of layoff date shall, on date of recall, be credited with the seniority and wage service credit that he enjoyed at date of layoff.

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 the Windstream Western Reserve, Inc. (Southern District) transferring thereto.

5. Any employee who transfers into the bargaining unit as a consequence of a corporate transaction with an unaffiliated entity (not within the Windstream System) in which the Company has agreed to grant service/seniority to such transferee shall be credited with seniority consistent with such agreement.

## ARTICLE 10

### Leave of Absence

1. Leave of absence time is anticipated to exceed a period of thirty (30) consecutive days and shall not exceed more than 365 days.

2. Leave of absence time (beyond the first thirty (30) consecutive days) does not count toward accumulated seniority or wage progression credit. Upon return to work, the seniority date of the affected employee is correspondingly to be adjusted.

3. Leave of absence time is not paid.

4. 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.

5. Applications 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 the disability, up to a maximum of 155 days. Department and formal leaves of absence due to disability must be approved by the Human Resource 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 function 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, 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 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 the leave shall not be treated as a new leave and shall not qualify for the thirty-day seniority provision of Section 2, above, or benefit provision in Section 6, below.

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

## ARTICLE 11

### Excused Time

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 contract.

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

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



## ARTICLE 12

### Hours of Work, Overtime, Holidays, Etc.

1. For the purposes 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 one of eight (8) pre-scheduled hours.

2. (a) Except in cases in which the employee requests that the first forty (40) hours or less of his or 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 service per week will be paid at time and one-half (1½) for all time worked after the first five (5) scheduled days worked by such employee in such week. However, if an employee would be entitled to time and one-half (1½) pay under this paragraph (2) with respect to any particular hours worked, and he or she would also be entitled under any provision of this Article 12 to time and one-half (1½) or double time pay for those same hours of any of them, such employee shall be paid under whichever one of the provisions of this Article 12 will give such employee the most total pay for the service week, but not under both.

(b) Holiday time, which is paid but not worked, shall be used in the computation of weekly overtime.

(c) Every employee shall be advised of his or 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 or her schedule for the next week.

(d) Schedules for hours to be worked shall be posted by 3:00 p.m. Thursday of the previous week. The Company may change such schedules. However, if less than forty-eight (48) hours notice of such change is given the employee, all hours worked outside the posted schedule shall be paid for at time and one-half (1½) the employee's straight time rate.

3. All employees excused from work on the holidays provided for in Section 7, herein, shall be paid for such day, eight (8) hours' pay at straight time rates. In addition thereto, employees will be paid at the rate of double time basic straight time rates for hours actually worked on a holiday. Holiday pay shall be paid only if the employee works the scheduled day before and the scheduled day after the holiday.

In the case of incidental absence due to personal illness, the Company may make the determination as to holiday pay contingent upon the receipt of a satisfactory doctor's statement.

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

5. Employees will be paid for 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.

6. Designated Holidays are:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	5 Optional Holidays

Holidays that fall on Sunday will be observed on the following Monday only. Holidays that fall on Saturday will be observed on Friday, except with respect to those employees who normally work a Tuesday to Saturday week, in which case, Saturday shall be recognized as the holiday. On President's Day, Good Friday, Veteran's Day and Day After Thanksgiving, up to fifty percent (50%) of each work group will be permitted to take Optional Holidays or Vacation Days to which the respective employee may be entitled. Selection will be on a seniority basis.

7. 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 one (1) optional holiday. New employees hired on or after August 1 shall be ineligible for optional holidays that calendar year.

All Optional Holidays are voluntary and should be scheduled as soon as possible, but no later than November 1 of the current year. Any remaining Optional Holidays not scheduled prior to November 1 will be scheduled by the Local Manager based on availability or will 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.

8. 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.

9. (a) Choice of tours and/or vacations shall be in accordance with the seniority, i.e., the employee with the greatest seniority shall have first choice and the employee with the least seniority to the Company the last choice. Such choices will be by job title classification within the reporting area.

(b) Choice of tours shall be on a three (3) month basis: January 1st, April 1st, July 1st, and October 1st.

10. Overtime opportunity will not be offered to temporary or part-time employees until such opportunity has first been offered to regular, full-time employees who perform the same duties.

11. The Company will pay the employee a per diem of thirty-six dollars (\$36.00) when the employee is assigned to work temporarily away from Windstream Western Reserve, Inc., Southern District territory (home area) and the assignment is of such nature that the employee is required by the Company to remain away overnight.

12. Employees who are temporarily assigned by Management to work in the Windstream Ohio, Inc., Newark Service Area for one (1) full day or more will be paid their regular wages, plus an additional one (\$1.00) dollar per hour for all hours worked.

13. 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.

14. 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 scheduled 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 scheduled 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 (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.

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 they are 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 13

### Vacations

1. If hired between January 1<sup>st</sup> and June 30<sup>th</sup> of the calendar year, new hires will receive (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 January following the 12-month service anniversary.

2. If hired between July 1<sup>st</sup> and December 31<sup>st</sup> 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 January following the 12-month service anniversary.

3. 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 3 years	2 weeks (80 hours)
4 to 12 years	3 weeks (120 hours)
13 to 24 years	4 weeks (160 hours)
25 and more years	5 weeks (200 hours)

4. As vacations must be timed so as to interfere as little as possible with operations and service to the public. Employees must take their vacations in accordance with the schedule fixed by the Company. The Company will make available a vacation schedule showing the number of employees who may be permitted to be on vacation at any given time within each vacation group.

5. Choice of vacations shall be in accordance with the seniority, i.e., the employee with the greatest seniority shall have first choice and the employee with the least seniority to the Company the last choice. Such choices will be by job title classification within the reporting area.

6. Vacation schedules will be posted twice a year. The vacation schedule for the first 6 months of the calendar year will be selected November 1st through December 31st and posted January 1st. Vacation selection for the second half of the calendar year will be May 1st through May 31st and will be posted July 1st.

Changes and trades of vacations, once selected, may be made with advance approval of the supervisor. All requested changes must be in writing.

Vacation not taken by the end of the calendar year will be forfeited.

7. Vacations shall be scheduled and taken in segments of full weeks. However, at the time that all vacations are selected, and as a part of the regular vacation selection procedure, any employee entitled to three (3) weeks or more vacation may designate two (2) weeks selected as their "reserved weeks". Any employee who so designates "reserved weeks" may be permitted to take up to ten (10) days vacation a day-at-a-time, and five (5) of those days may be taken at a half-day-at-a time and three (3) of those days may be taken in two (2) hour increments subject to the following conditions:

- (a) All requests must be made at least two (2) weeks in advance of the day sought as a vacation day.
- (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 ten (10) days of his "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 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.

If an employee's vacation is canceled by the Company after once scheduled, the Company will reimburse the employee for any lost deposits which the employee suffers and cannot recover as a consequence of the cancellation.

8. 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 pro-ration 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. **In the event of the death of an employee, his/her beneficiary or estate shall receive payment for unused vacation.**

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

10. 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.

## ARTICLE 14

### Job Classifications and Rates of Pay

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 B" attached hereto and made a part hereof.

## ARTICLE 15

### Differentials



1. Night Differentials. Employees scheduled to work hours between 6:00 p.m. and 7:00 a.m. shall be paid for those hours, a differential of \$.80 per hour. The differential shall be paid only for those hours actually worked between 6:00 p.m. and 7:00 a.m. and only if the employee is not being paid at an overtime or premium rate.

2. In Charge. An employee assigned to replace a supervisor for one full day or more shall receive \$.80 per hour for the time so assigned in the absence of the supervisor.

3. Training Pay. There shall be a training differential of seventy-five cents (\$.75) per hour for any employee assigned to train a co-worker. It shall be payable only when the Company expressly assigns training responsibility for a period in excess of three (3) consecutive hours.

## ARTICLE 16

### Call-Out and Stand-By

1. Call-Out – 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 when the employee is called out and ceases when the employee reports back to the Company premises. The minimum payment for a call-out shall be four (4) hours pay at the employee's basic straight time hourly rate. Such minimum payment shall apply only when it would provide a greater amount of pay than one and one-half (1½) times the employee's straight time rate for time actually worked on such call-out.

2. Stand-By: 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 1 of this article 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" Pay:

- (a) Stand-By will be rotated within the affected group among qualified employees.
- (b) Employees must respond to the page or call within thirty (30) minutes, and be available for work within one hour.
- (c) Employees assigned Stand-By will receive one (1) hour straight time per "day" Monday through Friday, and two (2) hours straight time pay per "day" Saturday, Sunday, and Company designated holidays.
- (d) If work is performed, the employee shall receive the applicable Call-Out payment in **addition to** the 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.

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 day, and paragraph (c) payment for such day shall be

determined by the day of the week upon which the twenty-four (24) hour assignment begins.)

## ARTICLE 17

### Regular, Part-Time Employee-Computation

Regular, part-time employees are entitled to the benefits in this Agreement on a pro rata basis. The pro rata entitlement shall be determined by dividing forty (40) into the average number of hours the employee has worked per week over the past six (6) pay periods. The resulting percentage shall be applied to the benefits amount to which a regular, full-time employee would be entitled, to determine the amount to which the regular, part-time employee is entitled. The computation under such formula will be made at the time that it is necessary to determine a benefit entitlement.

In computing the accumulation of seniority credit the same formula will be used. However, computations for such purposes shall be continuing functions on a weekly basis, i.e., the regular, part-time employee shall accumulate seniority credit on a weekly basis, based on the above formula.

## ARTICLE 18

### Temporary Employees

Temporary employees shall be entitled to no benefit or privilege under this Agreement, other than the payment of basic wages, unless required by law and/or terms of a benefit plan applicable to members of the bargaining unit.

## ARTICLE 19

### Job Vacancies (Promotions and Transfers)

1. A job vacant within the bargaining unit shall be posted by the Company at least ten (10) working days using the on-line posting process before being filled.

2. Where one or more existing employees are qualified to perform the vacant job, and qualifications are substantially equal, seniority shall prevail. 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.

3. If there are no qualified employees who desire the vacant position, the Company will hire new employee(s) to fill same.

4. It is recognized that "job hopping" is inconsistent with the needs of the Company and with the purpose of this Article. Therefore, in considering requests of employees under this Article and in evaluating the qualifications of candidates, the Company may consider the history of an employee in terms of the frequency of job bids by such employee and the reason therefore.

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 20

### Employee Insurance Benefits

1. For the term of this Agreement, the Company will maintain and make available to employees health care plans consisting of medical benefits, dental benefits, vision 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 also 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 that 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 21

### Pension Plan

The Windstream Corporation Pension Plan shall be applicable, according to its terms, to the employees covered by this Agreement.

## ARTICLE 22

### Sickness and Accident

#### 1. Sick Pay Program

Windstream provides sick pay of up to 7 days (56 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctors' appointments unless state law requires otherwise. Windstream may request a doctor's note for any absence; however,

absences of more than 3 consecutive work days automatically require medical documentation for payment under the Sick Pay Program.

#### Eligibility

- Regular (scheduled to work at least 20 hours/week) employees are eligible to receive Sick Pay.
- Part-time regular employees are eligible to receive Sick Pay on a pro-rated basis determined by their weekly work schedule.
- New employees are eligible for Sick Pay the day of their 3-month anniversary, and is prorated per number of months left in the calendar year.
- Rehires with at least three months of prior service are eligible for sick pay on their first day of employment, and is prorated per number of months left in the calendar year.

Employees must be actively at work with no restrictions for at least one full day in the new calendar year to be eligible to receive payment under the Sick Pay Program. For example, an employee on a leave of absence on January 1 will not be eligible for sick pay until his/her return to work for one day.

#### Medical Documentation

Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required at any time during the employee's absence, or Windstream may require the employee to submit to an examination at the Company's expense, by a company-selected physician, to determine whether the employee's condition meets the criteria for payment under Windstream policy. This option may be invoked by Windstream either to start or to continue payment.

#### Other Windstream Programs

- Absences over three consecutive days must be communicated to the LOA office.

- Employees who are absent for an extended period of time may qualify for other salary continuation programs, such as Short Term Disability or, subsequently, Long Term Disability. Any incidental days that lead to a short term disability will be reinstated once the short term disability is approved.
- Please refer to individual program information to review eligibility.

### Attendance

Windstream needs the help and skills of each employee every day that they are scheduled to work. When there is an absence, regardless of the reason, the Company's ability to serve its customers is negatively impacted. Regular attendance is an important job requirement, equally as important as other job performance expectations. Although Windstream provides the Sick Pay Program, employees should not view this as an entitlement to take paid time off if they are not incapacitated. Chronic or excessive absences and abuse or misuse of the Sick Pay Program may result in disciplinary action, up to and including termination of employment.

### Other Disability Programs

If an employee is receiving disability benefits from another source (e.g. state disability, Social Security), the amount of disability pay is supplemented to 100% of Windstream pay by Sick Pay.

### Exclusions from the Sick Pay Program

The following conditions are excluded from payment under the Sick Pay Program:

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.



- Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

For further information on leaves, refer to the Windstream LOA policy or consult with Human Resources.

## 2. Short Term Disability Program

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 (6<sup>th</sup>) work day, i.e., the day following such five (5) consecutive day status:

Employees hired before May 1, 2017

If seniority is one (1) to two (2) years:

One (1) week full pay; six (6) weeks half pay.

If seniority is two (2) to five (5) years:

Three (3) weeks full pay; seven (7) weeks half pay.

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

Eleven (11) weeks full pay; ten (10) weeks half pay.

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

Nineteen (19) weeks full pay; seventeen (17) weeks half pay.

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

Twenty-seven (27) weeks full pay; twenty-five (25) weeks half pay.

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

Thirty-six (36) weeks full pay; sixteen (16) weeks half pay.

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

Forty-one (41) weeks full pay; eleven (11) weeks half pay.

Employees hired on or after May 1, 2017:

Up to 6 weeks full pay; 20 weeks 66% pay.

An employee absent due to illness within fourteen (14) calendar days of his 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 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 four (4) year period.

"Full pay" and "half pay and 66% 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. Workers' Compensation. If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of Windstream pay. The employee's Sick Pay allotment will not be reduced by payments made through the state's Workers' Compensation program.

4. Upon request an employee may be required to ask his physician to prepare and forward to the Company a statement outlining the nature of the 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 declines to permit the Company physicians to make an examination to determine the employee's physical condition.

5. All contractual benefits in effect at the beginning of a period of disability will be the amount allowed for the duration of such disability.

## ARTICLE 23

### 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 of 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.

## ARTICLE 24

### Layoff

1. Whenever layoffs become necessary in the judgment of the Company, 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 thirty (30) day period following such notice, the Company and the Union will discuss the subject and attempt to reach agreement on the manner of implementing such layoff. During such discussions, it is appropriate for the parties to discuss the possibility of bumping into a lower rated or lateral classification to avoid 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 as set forth in Section 3, below.

3. It is understood and agreed that there shall be four seniority lists, one composed of office employees, one composed of Network Technicians, one composed of Customer Service Technicians and one composed of Utility employees. Whenever it becomes necessary to reduce the working forces in any of these groups of employees, the employees shall be laid off in the inverse order of their seniority in the Company as shown in Section 1 of this Article.

4. In recalling after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed in particular departmental groups to laid off employees from such departmental groups 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. The employee(s) being recalled shall be notified by certified mail, addressed to his/her last known address, at least ten (10) business days prior to the date on which he/she is to report to work. Failure to appear for work on the date specified shall result in termination of employment, unless the employee is physically unable to report and supplies satisfactory medical evidence of such disability, in which event the Company may otherwise fill the vacancy and the employee shall remain on layoff status until the next vacancy in the department occurs or at the end of his/her two year layoff period, whichever period is the shorter.

5. 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.

## ARTICLE 25

### Probation Period

Each employee shall, for the purpose of this Article 25, be regarded as probationary for the first nine (9) months of his or her employment by the Company, during which period such employee shall acquire no seniority and shall be subject to discharge without recourse to the grievance and arbitration provisions hereof. Should such employee continue in the employ of the Company after nine (9) months, his or her seniority shall then date back to the commencement of such nine (9) months and, thereafter, discharge and/or discipline shall be only for proper cause.

## ARTICLE 26

### Bereavement

In the event of a death of an employee's mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, stepson, stepdaughter, grandchild, or grandparent, any such employee scheduled to work shall be excused for a period not to exceed three (3) days (four (4) days if the funeral is more than 400 miles from the employee's reporting location), beginning with the date of the death and/or ending with the day following the date of the funeral, without loss of pay, at straight time rates, for the hours the employee was scheduled to work.

Employees shall be excused with pay to attend the funeral of their aunt, uncle, niece, nephew, or spouse's grandparents. Such excused time shall be on the day of the funeral and only if the employee attends the funeral.

## ARTICLE 27

### Severance

1. If a force surplus is created by the Company due to closure of part of its operations or transfer of functions outside the Southern District resulting in a force adjustment, regular employees affected by cessation of employment shall be entitled to severance pay on the basis of the following formula:

- (a) Less than one (1) year seniority: None.
- (b) More than one (1) year seniority: Two (2) weeks pay (eighty hours at straight time rate) for every whole year of service to the credit of a particular employee up to a maximum of twenty-six (26) weeks pay. (See Exhibit C)

2. Provided, however, that entitlement to any severance allowance shall be subject to the following limitations and conditions:

- (a) No employee shall be entitled to severance pay if he/she resigns, retires, or is otherwise terminated prior to the date of involuntary termination as a result of closure and/or transfer of functions.
- (b) In order to be entitled to severance pay, assuming the employee is otherwise entitled to such pay under the above provisions, the employee must remain actively at work up to and including the date on which the Company terminates his/her position.
- (c) Where severance pay is paid, those employees who are terminated as a result of closure and/or transfer of functions, shall have their employment status terminated as of the date of such termination and shall enjoy no recall rights or any other employment rights thereafter.

- (d) For a period of one (1) year following termination, the Company will give preferential consideration to those who held regular employee status in the filling of any vacancy which is to be filled by hiring from "off the street" applicants. The Company shall not be bound to hire such previous employees, but will, in good faith, consider the qualifications of any such person for the job(s) available.

## ARTICLE 28

### Minimum Payment Work Period

When it becomes necessary to schedule an employee to work for a time period between 11:00 p.m., and 5:00 a.m. which does not continue to the beginning of a scheduled work hour or does not immediately follow a scheduled work hour, such employee shall be paid a minimum of four (4) hours pay at the straight time hourly rate.

## ARTICLE 29

### Jury/Witness Duty

The Company will pay an employee serving on jury duty the difference between fees paid him/her by public authority for such service and the straight time earnings for the time which such service forces him/her to lose from his/her regularly scheduled hours of work. The time of such service shall not be counted as time worked in computing overtime, and such payments shall not be subject to any premium pay for holidays, for off schedule work or any other premium pay. 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.

## ARTICLE 30

### 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 31

### Personnel Records

Personnel records shall be purged of disciplinary entries eighteen (18) 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 32

### No Strike, No Lockout

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 33

### 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 \$2,000. However, any employee who successfully passes a course that is directly related to a Company product or service will be eligible for up to an additional \$1,000 reimbursement benefit (over and above the \$2,000 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 34

##### Duration

This Agreement shall be effective from May 1, 2017 up to and including April 30, 2020, 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 by 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 **1<sup>st</sup> day of May, 2020.**

COMMUNICATIONS WORKERS  
OF AMERICA

WINDSTREAM WESTERN RESERVE, LLC.  
(SOUTHERN DISTRICT)

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT A

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Last Name	Given Name	Initial	Social Security Number
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DUES DEDUCTION AUTHORIZATION

TO: Windstream Western Reserve, Inc.  
(Southern District)

I hereby assign to the Union that part of my wages payable in each month which shall equal the monthly membership dues payable by me for that month as a member of said Union.

I authorize and direct you from and after date of delivery of this assignment to you to deduct such amounts from my pay during each month and to remit forthwith the said amounts so deducted to the Union.

This assignment, authorization and directive shall be irrevocable for a period of one (1) year from date hereof or until termination of the new collective bargaining agreement between said Union and you, whichever of said periods end on the earlier date; and I further agree and direct that this assignment, authorization and directive shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or the period of each succeeding applicable collective bargaining agreement between you and the said Union, whichever period shall be shorter, unless written notice by registered mail is given by me to you and said Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period one (1) year or of each applicable collective bargaining agreement between you and said Union, whichever occurs sooner.

Witness my signature this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Signed

EXHIBIT B

Windstream Western Reserve, LLC.  
Southern District

Per Hour Wage Rates

Wage Schedule 1

Classifications:

Network Technician

Customer Service Technician

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<b>Classifications:</b>							
<b>Network Technician</b>							
<b>Customer Service Technician</b>							
		<b>Current</b>	<b>5/1/2020</b>		<b>5/1/2021</b>		<b>5/1/2022</b>
Start		\$19.17	\$19.55		\$19.94		\$20.34
12 Months		\$21.14	\$21.56		\$21.99		\$22.43
24 Months		\$23.10	\$23.56		\$24.03		\$24.51
36 Months		\$26.33	\$26.86		\$27.40		\$27.95
48 Months		\$27.02	\$27.56		\$28.11		\$28.67
60 Months		\$29.03	\$29.61		\$30.20		\$30.80
72 Months		\$30.94	\$31.56		\$32.19		\$32.83

EXHIBIT B

Windstream Western Reserve, LLC.  
Southern District

Per Hour Wage Rates

Wage Schedule 2

Classification:

Utility Person

<b>Classification:</b>							
<b>Utility Person</b>							
		<b>Current</b>		<b>5/1/2020</b>		<b>5/1/2021</b>	<b>5/1/2022</b>
Start		\$12.04		\$12.28		\$12.53	\$12.78
12 Months		\$13.40		\$13.67		\$13.94	\$14.22
24 Months		\$14.77		\$15.07		\$15.37	\$15.68
36 Months		\$16.17		\$16.49		\$16.82	\$17.16
48 Months		\$17.50		\$17.85		\$18.21	\$18.57
60 Months		\$18.90		\$19.28		\$19.67	\$20.06
72 Months		\$20.26		\$20.67		\$21.08	\$21.50

EXHIBIT B

Windstream Western Reserve, LLC.  
Southern District

Per Hour Wage Rates

Wage Schedule 3

Classification:

Clerk

<b>Classification:</b>							
------------------------	--	--	--	--	--	--	--

<b>Clerk</b>							
		<b>Current</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>		
Start		\$11.94	\$12.18	\$12.42	\$12.67		
12 Months		\$13.14	\$13.40	\$13.67	\$13.94		
24 Months		\$14.37	\$14.66	\$14.95	\$15.25		
36 Months		\$15.56	\$15.87	\$16.19	\$16.51		
48 Months		\$16.77	\$17.11	\$17.45	\$17.80		
60 Months		\$17.98	\$18.34	\$18.71	\$19.08		
72 Months		\$19.17	\$19.55	\$19.94	\$20.34		

EXHIBIT C

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, 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 19, 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 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 D

ALLTEL COMMUNICATIONS, INC.

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



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

March 17, 2005

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

Re: The Western Reserve Telephone Company (Southern District)  
Selling as a Job Requirement

Dear Henley:

During recently concluded bargaining for The Western Reserve Telephone Company Southern District Service Area, 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 17, 2005  
Page 2  
Henley Johns

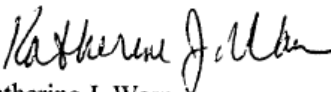
The reason the Company is unwilling to agree that no disciplinary action would ever be taken based "solely" on a failure of selling is that we would not agree to that principle with reference to any job requirement. That does not mean that other issues, principles, and concerns are to be ignored in evaluating 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.

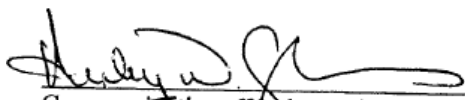
The Company will keep records of both referral and sales, and will post results on a weekly basis.

Very truly yours,

  
Katherine J. Warn

cc: R. McClain  
C. Radich  
S. Schraibman

Approved:

  
Communications Workers of America

**EXHIBIT E**

May 5, 2014

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



RE: Windstream Western Reserve, LLC. – Southern District

Dear Hetty:

During recently concluded bargaining for Windstream Western Reserve, LLC (Southern District), we agreed to remove Paragraphs 3 and 4 from the first page of the April 15, 2011, side letter resulting in the following:

The Company will provide training with the Network Guide to Technicians desiring to improve network skills, in-person or via video conference within 90 days from the execution of the renewed contract. Company will provide on the job training when service requirements allow such training.

Also reflected are certain understandings reached in previous bargaining sessions:

1. 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.
2. During negotiations, the Company and the Union had discussions regarding the need to combine Customer Service Technician and Cable Technician classification into a single job classification of Customer Service Technician with one tour and vacation schedule. The Company and Union have agreed to eliminate the Cable Technician title forming a single classification.
3. 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.

4. The Company will be responsible for the printing of the Collective Bargaining Agreement.

5. The Company will make every effort to allow employees to attend the funeral services for an immediate co-worker without pay if business conditions allow. Employees will be allowed to make up the time missed by working late or early that day, or can utilize vacation or optional holiday to be paid for time missed.

6. The Company will agree during the term of the existing Agreement to also manually post job openings on the two designated bulletin boards as well as provide a copy to the Union President.

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

8. The parties agree that the customer installation and maintenance of DSL Service will be assigned to qualified bargaining unit employees. It is the Company's intention to train and develop all technicians in the sale, installation and maintenance of DSL service.

9. Reimbursement for meals should be processed using E-Expense. . (This does not apply to Per Diem).

10. The Company will ask employees to voluntarily carry pagers and/or cell phones on off-duty time, and to voluntarily supply the Company with the numbers, thereby making it easier to locate employees for call-out purposes.

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

Sincerely,



Bruce Hurlbut

Approved:

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Shannon Kirkland  
CWA Representative  
Communications Workers of America

Windstream Western Reserve, LLC  
And  
Communications Workers of America

Memorandum of Agreement  
Evolving Technologies

This Memorandum of Agreement is entered into as of May 1, 2017 between Communications Workers of America (“CWA” or the “Union”) and Windstream Western Reserve, Inc. (“Company”). This Agreement shall be effective for the life of the collective bargaining agreement, unless otherwise mutually agreed in writing by the parties.

The Company and the Union agree that certain work related to the evolving technologies (including Fiber, VOIP, Customer Data, and any other digitally delivered services) used in the telecommunications business of the Company may be performed by employees represented by the Union.

Therefore, the Company agrees to provide appropriate training related to the work being performed by the represented employees.

The parties agree that the customer installation and maintenance of HSI/DSL Services may be assigned to qualified bargaining unit employees. It is the Company’s intention to train and develop all technicians in the sale, installation and maintenance of HSI/DSL service.

The Company and the Union agree to discuss the Company’s plans for evolving technologies in bi-annual meetings between the parties, so there is common understanding of the work to be performed by the bargaining unit employees.

Union

Company

\_\_\_\_\_  
Shannon Kirkland, CWA Staff Representative

\_\_\_\_\_  
Bruce Hurlbut, Senior Counsel  
Labor Relations