

**AGREEMENT**

**BETWEEN**

**WINDSTREAM PENNSYLVANIA, LLC  
(KITTANNING/MURRYSVILLE SERVICE AREAS)**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA  
13000**

**Effective**

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

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## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2021, by and between Windstream Pennsylvania, LLC, and Windstream Service Corporation, their successors and assigns, a party of the first part, hereinafter referred to as “Company”, and the Communications Workers of America, a party of the second part, hereinafter referred to as the “Union”.

### ARTICLE 1

#### Recognition

The Company recognizes the Union as the sole collective bargaining agency for all plant, engineering, and commercial department employees of the Kittanning and Murrysville Service Areas of Windstream Pennsylvania, LLC, as well as the Staff Office Supply Clerk, and Staff Engineering Clerk located at 210 Arch Street, and 201 North Jefferson Street, Kittanning, Pennsylvania, and at Old William Penn Highway, Murrysville, Pennsylvania, and employees whose regular reporting location is Midway, Pennsylvania, excluding all other employees, confidential employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act. Further, the Company agrees not to bargain collectively with any other organization or individual representative of such organization during the life of this Agreement, and agrees to bargain collectively with the properly constituted and proven representative of the Union on matters affecting its membership.

The Company recognizes and will not interfere with the rights of its employees to be members of the Union if they so elect and there shall be no discrimination against, interference with, restraint or coercion of any employee by the Company or its agents

because of membership in the Union. The Company will not engage in any subterfuge for the purpose of defeating or evading the provisions of this Agreement.

For purposes of the day-to-day administration of this Agreement (covering a single bargaining unit), the Company will continue to recognize and deal with Local Unit 103 of CWA, Local 13000.

With supervisory approval, the Union Steward may meet privately with newly hired personnel in person or by telephone **for thirty (30) minutes** without loss of pay within fifteen (15) days of the employee's hire date in order to receive information about the Union.

## ARTICLE 2

### Definitions

“Probationary employee” means newly hired employees who have six (6) months within which to meet the Company’s employment standards, providing however, that additional probationary period may be granted in writing, not to exceed six additional months, in which to comply. Continuance of employment during this period or periods shall not be subject to the grievance or arbitration provisions.

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

“Full-time employee” is an employee whose normal assignment of work is the normal basic work week, or in periods of part-timing, are the full reduced work weeks.

“Part-time employee” is an employee whose normal assignment of work is less than the normal basic work week.

“Temporary job employee” is a person who is engaged to work on a specific project or for a certain period of time (up to one (1) year) and who has been notified by the Company, that such employment is temporary. The Company will notify the Union if it is expected that a project will last in excess of one (1) year. Temporary employees will not be used to cause the layoff of regular, full-time employees.

“Occasional employee” is a person engaged to perform work wherein there is no regular schedule of work or who temporarily fills in for or supplements the work of regular employees on an occasional employment basis. Occasional employees are employees of the Company only on the specific individual days for which work assignments are scheduled. Occasional employees will not generally work more than three (3) consecutive weeks on a full-time basis.

### ARTICLE 3

#### Union Security

1. All employees who were members of the Union on November 1, 1972, and all employees hired after November 2, 1972, who are not members of the Union shall, as a condition of employment, commencing thirty (30) days after employment and continuing during the terms of this Agreement, while employed in the bargaining unit and so long as they remain nonmembers of the Union, pay to the Union each month a service charge as a contribution toward the cost of administration of this Agreement and the representation of such employees. The amounts of such service charges shall be equivalent to the amounts required to be paid as Union initiation fees and dues by those employees who become members of the Union.

2. The Company agrees to make payroll deductions of Union dues when authorized to do so by the employee on an appropriate payroll deduction authorization. The Company will remit the amounts so deducted to the Union on a monthly basis. Such remittance will be to the officials designated by the Union. The Company may request an updated payroll deduction authorization card as might be required under the Company's administrative and accounting procedures.

3. The Company will notify the Unit President in writing of all new hires within a reasonable amount of time from the date of such hires.

4. Quarterly, the Company will provide the Unit President with a list of all employees in the bargaining unit, along with a designation of the employee's status, i.e., regular, part-time, temporary or occasional. On a monthly basis, the Company will notify the Unit President of any resignation, retirement, demotion, laterals, or promotion of a bargaining unit employee.

#### ARTICLE 4

##### Non-Discrimination

There will be no discrimination by the Company or any of its agents against any employee because of membership in the Union or activity in behalf of the Union, not in violation of this Agreement.

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 5

### Management of the Company

The management of the business and the direction of the working force shall remain with the Company, including the right to hire, promote, and discharge for just cause, to use improved methods or equipment, to determine work assignments and tours, to decide the number of employees needed at any particular time or place and to be the sole judge of the communications service rendered the public; provided, however, that this section will not be used for the purpose of discriminating against members of the Union nor shall it alter the meaning of any provision of this Agreement.

Nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of regular and generally recognized functions and responsibilities of management, such as, but not limited to, those above; except the meaning, application and performance of any provisions of this Agreement shall not be altered.

## ARTICLE 6

### Grievance Procedure

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

All such issues and disputes (hereinafter called "grievance") shall be presented in accordance with the steps outlined below:

Step 1: Grievances of any employee or group of employees, when presented to the employee's immediate supervisor in writing, may be reviewed by the appropriate



authorized representatives of the parties or their alternates at the supervisory level of the Company, and the representation level of the Union. The grievance shall set forth the act or occurrence complained of and, if the grievance involves a claimed contract violation, the Article alleged to have been violated. They shall meet within 7 calendar days after the presentation of the grievance, and a reply will be given within seven (7) calendar days from the time of the Step 1 meeting.

Step 2: If not satisfactorily settled at Step 1 (or if Step 1 is bypassed), the grievance may be appealed in writing to the designated authorized representatives of the parties within fourteen (14) calendar days after receiving the reply in the first step. The appeal shall set forth the act or occurrence complained of and, if the grievance involves a claimed contract violation, the Articles alleged to have been violated. The grievance review shall be by the Area Manager, and the local Unit president level or their designated alternates. Grievances at this step will be face-to-face if geographically feasible. The reply shall be given within seven (7) calendar days from the time the meeting is concluded. Said reply will be given in writing if a written reply is requested. Any settlement at Step 2 shall not be precedent setting.

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

Unless further delay is justified by extenuating circumstances or by mutual agreement, no grievance will be considered unless presented within thirty (30) calendar days after the action or failure to act complained of occurred.

No grievance step shall be skipped without the mutual agreement of the Company and the Union. No grievance shall be heard at a higher step in the grievance process by the same Company decision maker as heard at an earlier step.

## ARTICLE 7

### Arbitration

If a dispute arises between the Union and the Company which cannot be resolved through the Grievance Procedure, Article 6, such dispute may, at the request of either party, be submitted to arbitration. Notice of a request for arbitration must be served in writing on the other party and the American Arbitration Association within thirty (30) calendar days from the date of the Company's Step 3 answer on the grievance.

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

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

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

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

## ARTICLE 8

### No Strike

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

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

## ARTICLE 9

### Wages

1. The rates of pay and progression schedules for regular employees shall be those shown in Exhibit "A", attached hereto and made a part hereof.
2. Pay day is to be every other Friday covering the period ending the previous Saturday.

3. When an employee is temporarily used on another job paying a lower wage than a job on which he or she is regularly assigned, he or she shall suffer no reduction in his or her rate of pay.

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

5. The Company shall have the right to establish new or changed job classifications and rates for same and shall notify the CWA District 2-13 office of any such change or changes. The said new or changed job classification and/or rate shall be effective for a period of three (3) weeks. The CWA District 2-13 office shall have the right, within thirty (30) days from the termination of said three (3) week period, to file an objection to such new or changed job classification and/or rate. If such objection is filed, the parties shall meet to negotiate with respect to such objection. If no such objection is filed within the above time limitation, the CWA District 2-13 office and all employees shall be barred for the life of this Agreement. If such objection relates to the duties assigned to such new or changed job classification and negotiations fail to resolve such issue, the CWA District 2-13 may avail itself to the grievance and arbitration procedures herein (Articles 6 and 7) in order to determine if the Company has violated the spirit or intent of this Agreement by establishing such new or changed job classification and assigning thereto the duties in question.

6. Whenever the Company hires applicants possessing previous experience or education, it may grant such applicants wage credit for such experience and education.

7. Upon promotion or transfer to a different job classification, not including transfer under Article 13, the wage treatment shall be as follows:

Situation	Treatment
(a) Upon being promoted (employee in progression at Step 12 or more months below the “top” of present progression schedule).	Employee would assume rate at same “progression point” in higher schedule.
(b) Upon being promoted (employee at top or within 12 months of top in length of progression schedule are the same).	Employee would assume rate 12 months below higher top.
(c) Upon lateral transfer	No change in wage rate or wage review date.
(d) Upon transfer to a lower rated job.	Employee would assume progression point in lower schedule consistent with the wage progression credit reflected by the wage rate (monthly interval in higher schedule) which the employee was receiving prior to transfer.
(e) If the implementation such paragraph (b) above, would not result in an increase in pay upon promotion.	Employee would assume progression point in new progression schedule which results in an increase in pay.

8. Any employee who is assigned to be “in charge” of two (2) or more other employees or two (2) or more contractor employees shall receive a differential or “in charge” rate of 5% per hour over his/her basic rate of pay.

9. **A training differential of five percent (5%) of the employee’s basic wage rate shall be paid to any employee who is appointed as a trainer by a supervisor for the time the employee spends training another employee. Selection of**

**the trainer shall be at management's discretion and to the extent possible will be rotated among qualified employees.**

## ARTICLE 10

### Working Hours

1. The normal work week shall be any five (5) days, Sunday through Saturday, within a calendar week, except that no more frequently than every fourth (4<sup>th</sup>) week each employee's scheduled days off may be non-consecutive, unless the employee volunteers for non-consecutive days off more frequently.

2. The normal work day shall consist of not more than eight (8) hours, exclusive of meal period [which shall not exceed one (1) hour].

3. All work over eight (8) hours in one (1) day or over forty (40) hours in any one (1) week shall be paid at one and one-half (1½) times the regular pay. Paid vacation time, time not worked but paid for on a holiday, paid time for joint union management meetings, excused paid time for Christmas Eve and New Year's Eve, and scheduled hours from fatigue time shall be considered as time worked in the computation of overtime.

4. Employees shall not be required to take time off to compensate for overtime worked. However, upon the request of the employee and with the approval of management, employees may work more than eight (8) hours in a day at the regular base rate to make up work in which he/she has missed earlier in the same work week as a consequence of approved excused time.

5. There shall be no split tours.

6. The regular working day for all employees who work out of Company base operation shall include traveling time from base of operation to the job and from the job back to the base operation.

7. a. In case an employee works for at least two (2) consecutive hours after and beyond his or her normal quitting time or where an employee is required to work connecting overtime after and beyond his normal quitting time, is given a meal break, and is required to report back to work immediately after such meal break, the Company shall pay such employee a meal allowance of \$10.00. Where further overtime is continuous following such initial meal break, similar treatment shall be accorded at four (4) hour intervals until the employee is relieved from duty.
- b. Where an employee is called out on a scheduled work day more than two (2) hours in advance of his or her normal starting time, and works continuously to his or her normal starting time, the Company shall pay such employee a meal allowance of **\$9.50**.
- c. Any employee who is required to work on a non-scheduled day shall be entitled to a meal allowance of **\$9.50** for each four (4) full hours of actual work, unless he or she is notified of such non-scheduled work by his/her regularly scheduled quitting time the preceding day.
- d. Time to eat meals shall not be considered as working time except when, for service reasons, an employee is not permitted to leave his/her job for a meal period of at least one-half ( $\frac{1}{2}$ ) hour, the meal period shall be included as part of the tour of duty and paid for as time worked.

8. Where an employee is sent out of town to school or is assigned out of his/her permanent reporting area requiring an overnight stay, the Company will pay the employee a per diem (\$36.00) for each full day away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. This per diem shall cover all expenses other than lodging (room and tax only) and transportation to and from the school (from Company), which shall be provided by the Company. In the case of assignments out of the area of the employee's permanent

reporting location which are not overnight assignments, but during which the employee purchases meals, the Company shall reimburse the employee as follows: \$8.50 for breakfast, \$10.50 for lunch, and \$17.00 for dinner. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased.

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

- a. When less than twenty-four (24) hours notice before the start of work on a change daily tour is given to an employee, the employee will work and be compensated for the hours worked at one and one-half (1½) times his basic hourly rate.
- b. When twenty-four (24) hours or more notice before the start of work on the changed tour is given, the changed tour shall be the employee's scheduled tour and shall be compensated for at the basic straight time rate plus applicable premiums.

10. The pay differential allowed employees assigned to night tours, and not otherwise compensated at an overtime rate, shall be ten percent (10%) of the employee's basic straight time hourly rate for hours actually worked between 7:00 p.m. and 7:00 a.m.

11. All hours worked on Sunday shall be compensated for at the rate of one and one-half time (1½) the employee's straight time rate.

12. Work resulting in scheduled overtime (all overtime including connecting overtime and call-outs) compensation shall be reasonably and impartially rotated in the particular work groups in an endeavor to equalize overtime throughout the year.

Overtime records shall be allowable to Union representatives upon request.

13. An employee who has worked sixteen (16) or more hours in any twenty-four (24) hour period without having a rest period of at least eight (8) hours during such twenty-four (24) hour period shall, upon release, have a rest period of eight (8) hours from the time



of his or her release before returning to work. If such a rest period extends into the employee's next regularly scheduled hours, he or she shall be excused from duty for that portion of his or her scheduled hours which is covered by the rest period without loss of pay. Should an employee be required to report back to work, and before the eight (8) hours has elapsed, he or she shall be paid one and one-half (1½) times his or her regular rate of pay for all hours worked until eight (8) hours from the time his or her rest period began.

14. The intent is to equalize overtime and overtime opportunities over the year. The Union representative will periodically review the overtime records.

Employees, should be advised weekly where they stand approximately on rotation lists. Weekly overtime lists shall also be provided to the Unit President.

It is recognized that overtime work is necessary to the business and nothing herein contained is intended to imply a right to refuse overtime.

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

16. Four Ten Hour Day Work Week

Windstream Pennsylvania, LLC and the Communications Workers of America have agreed to implement a four ten hour day week in those situations where the employee and management mutually agree to the assignment.

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

- a. An employee must be scheduled for a four (4) day week at the beginning of a week and remain on this schedule for the entire week.

- b. All paid or non-paid absence days except holidays and vacation days within a work week in which the employee is scheduled for 4/10 hour days will be treated as ten (10) hour tours.
- c. There will be no restrictions regarding which four (4) days in a week will be scheduled, except that at least two (2) non-scheduled days must be consecutive. The Company will determine the number of such tours to be worked, if any and the duration.
- d. Overtime will be paid for hours worked in excess of ten (10) in any one (1) day or forty (40) in any one (1) week.
- e. When a designated holiday falls within a work week the employee will be scheduled a five (5) day eight (8) hour work week.
- f. With the supervisor's approval, optional holidays may be scheduled during the ten (10) hour tours. Each holiday, whether designated or optional, is equivalent to eight (8) hours. An employee scheduled off for a holiday, whether designated or optional, will be compensated for up to ten (10) hours. The compensated hours will be deducted from the employees total holiday hours. Holidays must be scheduled in increments of ten (10) or eight (8) hours, unless the remaining total hours are less than eight (8) hours. Holiday time paid, but not worked up to a maximum of ten (10) hours will be counted toward the calculation of overtime. Holiday allowance for an employee who works on a holiday is eight (8) hours. Employees on a 4/10 hours schedule will receive the total number of holiday hours as a comparable employee on a 5/8 schedule.
- g. Vacations shall be paid on the basis of forty (40) hours per week. A vacation week will be paid on the basis of five (5) eight (8) hour days. However, should an employee take a vacation day as "day at a time", they will be allowed to take four (4) ten (10) hour days. In no case will an employee receive more hours of vacation per vacation week as a result of being on a 4/10 schedule than a comparable employee who is not on a 4/10 schedule.
- h. A Technician working a Wednesday through Saturday schedule can be excused from the stand-by rotation, if so requested.

17. Temporary Cross-over to Another Bargaining Unit:

- a. It is recognized that the current cross-over of employees to the territory of another bargaining unit will continue. Specifically, (a) transfers between Enon Valley and Midway are not limited; and (b) employees trained in business systems, **network**, **transport**, or fiber technology are subject to transfer to any area within the four contracts on an as needed basis.
- b. Other transfers will occur, as dictated by business conditions, but such transfers will not be routine, it being the Company's intention to maintain an

appropriate number of technicians in each bargaining unit. In any event, the Company will notify the Unit President of the Union of the loan and the details surrounding such temporary assignment.

- c. Where the above cross-over assignments are made, such assignments shall not cause layoff or reduce to part-time any bargaining unit employee in a corresponding job classification, and the following terms shall apply:
  1. All travel will be on Company time.
  2. Except in the case of extenuating circumstances, e.g., vacation or disabilities requiring replacement, an employee shall not be required to transfer temporarily to work locations outside his/her unit for a period of more than twelve (12) consecutive work days at a time.
  3. The Company will take into consideration any compelling reason that an employee may have that would prevent them from being able to complete this assignment.
- d. Additionally, the following guidelines, while not absolute, will be followed by the Company when making cross-over assignments.
  1. Qualified volunteers for such temporary assignments outside the unit shall normally be solicited within the applicable classification by bargaining unit seniority and geographic location. If, however, there are not enough volunteers, qualified employees shall be selected in inverse seniority order within the applicable classifications.
  2. There shall be no backfills in the units covered by this agreement coming from other work locations or titles within the sending work locations except in the event circumstances arise in the sending location that were unforeseen when the employee was temporarily assigned.
  3. All employees in the receiving group will normally be offered overtime prior to the transferred employee working overtime beyond completion of the job the transferred employee was working at normal quitting time.

## ARTICLE 11

### Seniority

1. Seniority shall mean length of continuous service with the Company from the employee's most recent date of hire. Seniority shall be terminated when the employee:
  - a. Quits for any reason;

- b. Is discharged;
- c. Is laid off for more than **two (2) years** (time spent in layoff status less than **two (2) years** does not terminate seniority, but is not counted in its accumulation; 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 principal of seniority, it shall apply within area, by work group (make-up of same determined by the Company), except in the case of promotion where its application shall be area-wide.

Currently, the various work groups are as follows:

Outside Plant Engineer	Customer Service Technician
Network Technician	Service Clerk
Cable Technician	Facility Assigner

It is not the intent of Windstream Pennsylvania, LLC to change its definition or concept of work group make-up from the above, except where circumstances change. Such changed circumstances would be in the nature of size or location of the work force or duties.

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

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 Pennsylvania, LLC (Kittanning/Murrysville Service Areas and

Pennsylvania Division) transferring thereto. Any non-bargaining unit employee who is transferred to a bargaining unit position shall carry with him/her seniority in an amount consistent with his/her length of continuous service with the Company, but such crediting of seniority shall not be effective until five (5) years following such transfer from the non-bargaining unit position.

## ARTICLE 12

### Job Posting

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

2. It is mutually understood and agreed by the parties hereto, that because of management's responsibilities, the management of the Company must be the judge of a person's qualifications for employment and promotion. The Company retains the right to conduct validated oral tests in determining such qualifications. In cases where candidates have substantially equal qualifications, seniority shall prevail. Qualifications for the job are to be determined by management. In determining the relative qualifications of competing eligible candidates, the Company will consider aptitude, skills, job knowledge, prior experience and job performance, dependability, and the candidates' performance in their interview process. In cases where more than one (1) candidate has equal qualifications, then seniority shall prevail.

3. The Company's policy of offering promotions to its existing employees whenever practical shall be continued. The Company considers many factors in

promotions including seniority, job performance, ability, attendance record and experience. However, if there are no qualified employees for unfilled job openings, management may hire new employees to fill the job.

4. Except where it precludes the consideration of all qualified candidates for a job vacancy, no employee shall be eligible for consideration for a different job classification until he/she has held his/her most recent job classification for a period of six (6) months.

5. The position of Service Clerk is an entry-level position and vacancies therein need not be posted. However, employees may give the Company advance notice of an interest in such position and, where such notice is given, the employee will be considered for such position when vacancies arise.

6. All promotions and transfers shall be considered as temporary for a period of six (6) months in order to determine whether or not such employee can satisfactorily perform the duties and accomplish the work in the position to which promoted or transferred. At the end of the six (6) month period the promotion or transfer shall become permanent, unless, in the meantime, such employee is returned to his/her former classification. (The employee can, of course, be removed or demoted at any time if unable to perform his/her position.) A job opening, once filled, will be reposted if the original successful candidate is returned to his/her former job classification more than thirty (30) days following his/her promotion.

This section does not mean and shall not be interpreted that any employee is entitled to a test period or trial period or on-the-job training before the Company determines his/her qualifications and ability for a given job sought. On the contrary, it is

fully recognized that qualifications and ability determinations are properly made before an employee is selected to fill a given job vacancy in the first instance.

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

## ARTICLE 13

### Incapacitation

It is mutually agreed by the parties hereto that if an employee should become incapacitated so as to be unable to perform his/her normal duties, he/she may be offered such work as he/she is capable of performing, if any is available, at the rate of pay for such work.

## ARTICLE 14

### Vacations

1. The vacation year shall be from January 1 through December 31.
2. Following initial date of hire, new hires will receive vacation on the following schedule:
  - a. New Employees
    - 1) If an employee is hired from January 1 until June 30, the employee shall receive one (1) week of vacation in the month in which the six (6) month anniversary occurs, 1 week of vacation on January 1 of the year after they are hired and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.
    - 2) If an employee is hired from July 1 until December 31, the employee shall receive one (1) week of vacation in the month in which the six (6) month

anniversary occurs and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.

- b. Two (2) weeks or ten (10) workdays – Begins the calendar year following the twelve (12) month anniversary.
- c. Three (3) weeks or fifteen (15) workdays – Begins with the calendar year of the employee's fifth (5<sup>th</sup>) service anniversary.
- d. Four (4) weeks or twenty (20) workdays – Begins with the calendar year of the employee's **thirteenth (13<sup>th</sup>)** service anniversary.
- e. Five (5) weeks or twenty-five (25) workdays – Begins with the calendar year of the employee's twenty-fifth (25<sup>th</sup>) service anniversary.

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

3. Basic employee vacation groups involved and the number of employees within each of these groups to be on vacation at any particular time during the entire calendar year will be determined by the Company. The Company may change vacation schedules to assure necessary orderly operation of the business. Choice of vacation periods will be in the order of seniority as defined in Article 11.

Vacation schedules will be posted as soon as possible after November 1 of the preceding year and must be completed by January 31 of the vacation year. After this date vacations will be assigned by the supervisor of the group involved. Employees who wish to change their vacation after January 31 must request change eight (8) days prior to change.

4. Except as set forth in paragraph 5 below, 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 and in those cases where a vacation is canceled by the Company due to work assignments late in the year or an employee may elect to carry over a



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

A vacation week will start at quitting time on the last day of their week's tour, and end at starting time on the first day of their week's tour, following their vacation.

5. Employees who are eligible for one (1) or two (2) weeks vacation may elect to take such vacation on a day-at-a-time basis. Employees who are eligible for three (3) or more weeks of vacation may elect to take four (4) weeks on a day-at-a-time basis. Employees may take **up to two (2)** vacation days in one-half (1/2) day increments annually. If this selection is made, a full week or weeks will be "reserved" and scheduled as part of and during the regular vacation process. The selection of "reserved" weeks shall be as a regular part of the process described in Section 6, below. Once the employee selects and identifies his/her "reserve" week, it may not be changed or rescheduled.

Upon seven (7) calendar days advance notice, single vacation days, prior to the employee's "reserved" week(s) may then be granted to the employee on the basis of the earliest request, subject to service and work requirements as determined by the Company. In extraordinary circumstances, at the sole discretion of the supervisor, an employee may be granted the use of either a full or one-half a "reserved" vacation day upon as little as one (1) day advance request, but that this shall be restricted to unique and unusual circumstances and that denials are not grievable. When requesting single vacation day(s), the employee must identify the reserve day(s) the employee is releasing.

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

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

Employees who are eligible for two (2) or more weeks vacation in the current calendar year – two (2) weeks.

Employees who are eligible for not more than one (1) week vacation in the current calendar year – one (1) week.

Employees who have completed five (5) years seniority – one (1) additional week.

Employees who have completed **thirteen (13)** years seniority – one (1) additional week.

Employees who have completed twenty-five (25) years seniority – one (1) additional week.

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

7. All regular and full-time and part-time employees are eligible for paid vacation based on their length of service. 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) in order to be eligible for vacation. Vacation pay is computed on the employee's base rate of pay (excluding pay differentials) at the time the vacation is taken.

8. An employee who resigns and provides the Company with two (2) or more weeks notice (ten (10) days of work, not to include time off) shall be paid the unused portion of 1/12<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 pay check.

9. If an employee is sick or disabled when his/her vacation is scheduled to start, the vacation will be postponed. If an employee reports off sick on the last day

(starting time) of his/her week's tour previous to his/her vacation week and still reports off sick on the first day of their week's tour of their vacation, they may with consent of the management have their vacation week rescheduled. If the employee becomes sick during his/her vacation period, sick benefits do not start until the employee's vacation period is over. The sick leave waiting period would then apply before sick leave is paid. If an employee is sick and is unable to take a previously scheduled vacation before the end of the calendar year, he/she will be permitted to take the unexpended portion of this vacation up to a maximum of two (2) weeks in the next calendar year subject to the following limitations:

- a. The absence must be due to reasons beyond the employee's control such as illness or accident.
  - b. As much of the unexpended vacation as possible must be rescheduled in the calendar year.
  - c. The unexpended vacation must be completed by March 1 of the next calendar year.
  - d. No payment in lieu of vacation will be made if not taken.
10. Vacation shall be scheduled as follows:
- a. After completion of the yearly vacation selection process, the shift schedule for stand-by, Saturday, Sunday, and late shift will be created and posted. Alterations to the schedule due to personnel changes shall be made on a quarterly basis. There will be no holiday schedule posted at the beginning of the year. Instead, thirty days before the holiday, the Company will ask for volunteers. If fewer than sufficient volunteers come forward, the least senior technician(s) in the respective classification will work the first holiday where there are insufficient volunteers. Should subsequent holidays produce insufficient volunteers, the next least senior technicians will work, and so-on throughout the year.
  - b. Technicians will have a one-month (30 days) period or window of opportunity after the posting of the vacation and shift schedules to submit written requests to be considered for a specific day(s) to take vacation/optional holiday should that day(s) become available during the calendar year.

- c. Any day(s) that become available for vacation/optional holiday purposes will be awarded to the most senior employee who requested that day(s) during the window of opportunity. Should the senior employee decline the day(s), it will then be offered to the next most senior employee. The process will be repeated according to seniority until the day(s) is taken or all requests have been exhausted.
- d. Technicians can continue to submit written requests for consideration of vacated day(s) subsequent to the closing of the window of opportunity. However, any requests submitted after the window of opportunity has closed will only be considered after all requests filed during the one-month period have been exhausted. Any requests made after the one-month period will be granted on a first come, first served basis, and such requests shall reflect the date and time filed.
- e. Where an employee's vacation or optional holiday(s) is changed as a result of the employee's request, and a conflict with the employee's shift schedule for Saturday, Sunday, holiday or late shift is created, the Company may resolve that conflict by finding a volunteer to fill the need or, absent a volunteer, assign the least senior employee available (not on vacation or other excused absence) in the classification who has not previously filled in accordance to this section since the adoption of this contract. Where the conflict involves a Stand-by assignment, the employee requesting the change in his/her vacation/optional holiday schedule shall be responsible for finding a replacement to fill the need, as outlined in the current Stand-by Article.
- f. During the course of the year, should a full week of vacation become vacated, it will be posted and awarded according to seniority.
- g. During the course of the **quarter** should an employee be out of the workforce (i.e., illness, training, special project, **bereavement**, or released from the Company) the Company will ask for a volunteer to fill in for the stand-by, late shift, Saturday, Sunday, and/or holiday tour. If more than one employee within the work group volunteers, it will be assigned by seniority. If no employee volunteers, the shift will be assigned to the employee within that work group with lowest overtime. If the low overtime employee is scheduled to be out of the workforce during the open shift, it will be assigned to the next lowest overtime employee.
- h. An updated vacation schedule will be posted once a month.

ARTICLE 15

Holidays

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

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day-After-Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	4 Optional Holidays

Consistent with operating needs, employees may observe optional holidays any time during the calendar year. Supervisors have the responsibility for scheduling, approving and reporting when an employee takes optional holidays. An employee normally must arrange for an optional holiday at least eight (8) days prior to the day that is requested. Up to 50% of the employees in each classification may elect to take one (1) of their optional holidays on Veteran's Day.

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

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

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

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

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

4. When a holiday falls on an employee's vacation, another day of vacation will be selected by the employee, within the calendar year. Such selection will be made at the time vacations are selected and the Company will allow a free choice unless service requirements will not permit. Once the day is selected it may still be changed by mutual consent.

5. No employee shall receive holiday pay if he/she is absent from work on the working day before or after the holiday, unless such absence is excused by the Company.

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

7. A holiday whether worked or not, except as set forth in paragraph 3, shall be considered one (1) of the scheduled days of the week in which it occurs. No time off shall be scheduled on a holiday, such time off being scheduled on other days of the week in which the holiday occurs.

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

9. Temporary and occasional employees are not eligible for holiday allowance. Part-time employees shall be entitled to a proportional holiday allowance in an amount equal to that percentage of eight (8) hours pay in which the part-time employee's normal work week is to forty (40) hours.

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

In the event it becomes necessary, because of the needs of the business, to continue to utilize an employee past the first four (4) hours on Christmas Eve, or past the first six (6) hours on New Year's Eve, pay for these additional hours will be administered as follows:



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

## ARTICLE 16

### 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 Agreement.
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 17

### Sickness and Accident

1. All regular employees of the Company, after a period of one (1) year, will be qualified to receive payments under these regulations covering physical disability and sickness. Such payments shall terminate when the disability or sickness ceases and in no case extend beyond the periods hereinafter provided.
2. All employees of the Company shall be qualified to receive payments on account of physical disability to work by reason of accidental injury arising out of and in the course of employment by the Company, as prescribed under the Workers' Compensation Laws of the Commonwealth of Pennsylvania.

3. A regular employee with one (1) to five (5) years seniority shall be paid for incidental absence due to personal illness on scheduled working days in a normal work week subsequent to the first two (2) full days of absence.

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

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

Provided, however, that disability benefits will begin on the first working day of absence for any employee entitled to benefits who is absent by reason of an on-the-job injury arising out of and in the course of his/her employment with the Company. Provided further, that if any employee has received benefits for any period and is again absent on account of the same sickness or disability within two (2) weeks after the termination of such period, any benefits on account of further sickness or disability shall begin on the first day of absence instead of the third.

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

If seniority is 1 to 5 years:  
4 weeks full pay and 6 weeks half pay.

If seniority is 5 to 10 years:  
8 weeks full pay and 12 weeks half pay.

If seniority is 10 to 15 years:  
17 weeks full pay and 30 weeks half pay.

If seniority is 15 to 20 years:  
23 weeks full pay and 29 weeks half pay.

If seniority is 20 to 25 years:  
29 weeks full pay and 23 weeks half pay.

If seniority is 25 years:  
47 weeks full pay and 5 weeks half pay.

5. Successive periods of sickness and disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness or disability occurring after an employee has been consecutively 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. Notwithstanding this provision, any employee with less than eight (8) years of seniority shall suffer a waiting period on each occasion of absence.

Assuming that an employee has used up his/her entire benefits he/she must accumulate thirteen (13) weeks on the job service before he/she is again eligible for sickness or disability benefits.

However, employees will only be allowed to exhaust two (2) times their eligible benefits in any five (5) year period.

6. Every employee who shall be absent from duty on account of sickness or injury must at once notify his/her immediate supervisor, and the employee shall not be entitled to benefits for time previous to such notice unless delay shall be shown to have been unavoidable and satisfactory evidence of disability furnished.

7. All claims for benefits, to be valid, must be made in sixty (60) days from the date of the accident or from the first absence on account of sickness.

8. A disabled employee shall not be entitled to benefits if he/she declines to permit the Company to make or have made by a physician, from time to time, such examination as the Company may deem necessary in order to ascertain the employee's conditions, or if he/she fails to give proper information respecting his/her condition, or if he/she prevents the necessary examination by absenting himself/herself from home without arranging with the Company, or not giving satisfactory reason for not doing so and furnishing the necessary evidence, or if he/she fails to comply with a notice to meet with the Company at its office or elsewhere, when his/her condition so permits.

9. Disabled employees must take proper care of themselves and have proper treatment. Benefits will be discontinued to employees who refuse or neglect to follow the recommendations of the Company.

10. "Full pay" and "half pay" for the purpose of this Article shall be based on the number of hours per week constituting the employee's basic work week under the contract, not including overtime, and shall be computed at the rate of pay to which the employee would be entitled at the time disability is incurred. The maximum weekly entitlement of benefits to which an employee may be entitled is that for which the employee's seniority, at the time the disability begins, qualifies him/her.

11. Disabled employees wishing to leave home shall obtain from the Company written approval of absence for a specified time and furnish satisfactory proof of disability while absent, or otherwise no benefits will be paid.

12. Any employee who is injured or ill on a recognized holiday and who would otherwise be entitled to disability benefits under this Article on such date (assuming it was not a holiday), shall be entitled to receive such disability benefits and shall not be paid holiday pay.

**13. The provisions set forth in Sections 1-12 above shall only apply to employees hired before October 1, 2021. All employees hired after October 1, 2021 shall be eligible to participate in the Sickness, Accident and Disability Plans that are available to nonbargaining hourly employees of the Company except they shall be eligible for STD up to 12 weeks full pay/14weeks 66% pay.**

## ARTICLE 18

### Union Responsibility

The Union and its officers agree that its officers and members will live up to announced and published Company rules and regulations in the interest of safety, economy, and service to the public.

The Union agrees that its officers and members will not solicit membership in the Union among employees of the Company while employees are on duty and will not at any time interfere with, restrain or coerce employees of the Company in attempting to influence them to be members of the Union.

The Union will not engage in subterfuge for purpose of defeating or evading this Agreement.

No employee shall absent himself/herself from his/her regular employment without notifying his/her foreman, if reasonably possible.

## ARTICLE 19

### Discharge, Demotion and Suspension

Any discharge, demotion, or suspension shall be only for a proper cause. However, it is mutually understood that all new employees are on probationary employment status for a period as specified in Article 2 from the date of employment and are subject to discharge at the discretion of management. Any such discharge of a probationary employee shall not be subject to the arbitration provisions of this Agreement.

Any employee who feels he/she has been unjustly discharged may file in writing with the Company and the Union within two (2) working days after discharge. It is recognized by both the Company and the Union that such a complaint should be settled at the earliest possible time and take precedence over other grievances and that settlement should be reached within five (5) working days, if possible.

The Company will not take disciplinary action against an employee because of the quality of his/her work until he/she has been advised of his/her faults or failure and given a reasonable opportunity to meet the Company's requirements.

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

It is further agreed that any grievance arising out of the discharge, of any employee shall be commenced at Step 3 of the Grievance Procedure. The Company agrees to notify the Union upon suspension of any employee of the bargaining unit. In

case of a discharge the Company agrees to notify the Regional Vice President of the Union.

## ARTICLE 20

### Union Activity

1. Employees may be excused, without pay, for up to thirty (30) calendar days in any calendar year, to conduct Union business. Any additional time required may be requested pursuant to Article 26 of this Agreement.

2. Union representatives in the employment of the Company [not to exceed two (2)] shall suffer no loss of regular pay in joint meetings held between management representatives and Union representatives for the purpose of settling disputes or other matters of mutual concern.

3. The number of employee representatives on the Bargaining Committee [not to exceed two (2) unless the local President is from an area covered by this contract in which case the President and two members may be represented at the bargaining table from this area] shall suffer no loss in regular pay for necessary time consumed in collective bargaining with the Company.

## ARTICLE 21

### Bulletin Board

The Company shall make space available for a Union bulletin board at each location where the Company maintains a bulletin board intended principally for communications with bargaining unit personnel.

## ARTICLE 22

### Schedule of Tours

The Company shall post weekly schedules for each employee before 5:00 p.m. Wednesday of the preceding week. Each employee (not temporary or part-time) shall be scheduled five (5) eight (8) hour tours.

## ARTICLE 23

### Call-Out and Stand-By Provisions

1. Call Out: When an employee is called out and required to report for work during hours he/she was not previously scheduled to work, he/she shall be paid at the rate of one and one-half (1½) times his/her basic hourly rate for such hours worked. The minimum call-out payment shall be four (4) hours pay at the employee's regular, straight time hourly rate. The minimum allowance shall not apply if the call-out is made within two (2) hours of the start of the employee's next scheduled tour. Provided, further, that when a second call-out is made within two and one-half (2½) hours of the start of the first call-out, the second call-out shall be treated as a continuation of the first call-out. The call-out time shall commence from the time that an employee is called and shall terminate at the time such employee returns to the Company garage or ceases work at the Company office. The employee shall respond as soon as contacted and shall report to work within one-half (½) hour, maximum. The fact that there may be an employee assigned to stand-by does not relieve other employees from being subject to call-out.



2. Stand-By: The Company may assign employees to stand-by duty utilizing the following as a guideline:

- a. Stand-By will be rotated weekly within the affected group among qualified employees. (All current employees are qualified within their respective group, and the Company will make reasonable effort to qualify new employees within a group as soon as possible.)
- b. Employees shall make themselves available for contact by the Company and must respond to the call and be available for work within 30 minutes.
- c. Employees assigned stand-by will receive one (1) hour straight time pay per day Monday through Friday, and two (2) hours straight time pay Saturday, Sunday, and Company designated holidays.
- d. If work is performed, the employee shall receive the applicable call-out payment described in Section 1 above in addition to the stand-by payment.
- e. Assignment of stand-by periods (i.e., the hours, days, and employee groups so assigned) will be at the discretion of the Company. This practice does not supersede normal call-out procedures if additional employees are required to work.
- f. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- g. The Company will make a reasonable attempt to schedule stand-by assignments with employee vacation periods in mind. 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. (Approval will not be unreasonably denied where the employee(s) is qualified.) Solicitation of the trade will be the responsibility of the employee.
- h. Stand-by periods will normally cover the time from the end of the employee's regular tour to the beginning of the next scheduled tour.
- i. Day means from 8:00 a.m. on the day the stand-by assignment begins until 7:59 a.m. the following day.
- j. Employees on stand-by may be used to supplement the workforce when the Company has been unsuccessful in reaching other employees to handle any increase in workload.

## ARTICLE 24

### Bereavement

Employees shall be granted a maximum of three (3) days paid time off for absence by reason of death in the immediate family. Paid time off shall be based upon the hourly rate for scheduled hours lost. The employee may select any three (3) work days between and including the day death occurs and the day following the burial. The immediate family shall be considered as the father, mother, brother, sister, wife, husband, child, mother-in-law, father-in-law, stepparent, stepchild, stepbrother/sister, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, grandparents, grandparents of the employee's spouse, grandchildren, and other members of the employee's immediate household. In case of the death of an employee's **great grandparents, great grandparent of spouse**, aunt, uncle, **niece, nephew**, such employee shall be entitled to one (1) day off with pay (day of funeral) for purposes of attending the funeral. If an employee is entitled to paid time off under this Article and such time falls on a holiday or during the employee's vacation, the employee will be permitted to reschedule the holiday or that portion of his/her vacation which was concurrent with the time off he/she was entitled to under this Article.

Where warranted by unusual circumstances, the Company may grant funeral leave in excess of that provided for herein, as excused, unpaid leave.

## ARTICLE 25

### Jury and Witness Pay

Effective as of the date of the execution of this Agreement, an employee who is called for jury service shall be excused from work for the days on which he/she serves and shall receive for each day of jury service on which he/she otherwise would have worked, his/her straight hourly earnings and the payment he/she receives for jury service. The employee shall be required to present proof of jury service.

The same obligation as is established in the above paragraph of this Article shall also apply to an employee who may be called as a witness in any legal or administrative proceeding, wherein the Company is party to such proceedings or in any criminal proceeding where the employee is subpoenaed.

## ARTICLE 26

### 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. Such time counts in the accumulation of seniority.
2. Leave of absence time is not paid.
3. Participating employees, while on leave of absence, can continue enrollment in the Company-sponsored group insurance plans by reimbursing the Company monthly for the billed costs.
4. Application for unpaid leave of absence will be granted or denied as follows:

- a. Military (as required by statute).
- b. Family and Medical Leave – As required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.
- c. Disability – Any regular employee who exhausts all benefits to which he/she is entitled under Article 16, but who remains disabled, shall, upon written request prior to having exhausted such benefits, be entitled to a departmental leave of absence disability up to thirty (30) days and if necessary and supported by medical commentary acceptable to the Company, a formal leave of absence-disability. Such formal leave of absence-disability may extend for the period of the disability, up to a maximum of one hundred fifty-five (155) days. Departmental leaves of absence-disability may be approved by the department head of the employee's department and the Human Resources Department. Formal leave of absence-disability must be approved by the Company manager and the Human Resources Department.

Upon a return from a departmental leave of absence or a formal leave of absence-disability, the employee will be reinstated to his/her same classification or to a classification of similar condition and pay if able to perform the essential functions of his/her classification or of a similar classification.

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

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

- e. Leaves of absence for Union business may be granted for up to thirty (30) calendar days in any calendar year, subject to service requirements.
- f. Additional leaves of absence for Union absence may be granted, accumulative up to one (1) year, including that provided in subparagraph (e), above, subject to a right to return to employment, but not necessarily in the same classification.

Note: In a case where the employee is entitled to a leave of absence under both subparagraphs (b) and (c), above, the leave shall be granted under subparagraph (b), and any additional leave (extension) to which the employee may subsequently be entitled under subparagraph (c) shall be independently evaluated when the subsequent (extension) leave is requested. In any such case, the length of the leave granted under subparagraph (b) shall be deducted from the length of leave (extended) to which the employee may be entitled under subparagraph (c). Further, in any such case, the subparagraph (c) portion (extension) of the leave shall not be treated as a new leave and shall not qualify for the thirty (30) day seniority provision of paragraph 1, above, or benefit provision of paragraph 5, below.

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

## ARTICLE 27

### Retirement Plan

Prior to the execution of this Agreement, the Company was maintaining the Windstream Corporation Pension Plan, as explained to the Union. The Company agrees to continue maintenance of this program or its equivalent for the effective period of this Agreement, on the same basis. The Union and the employees recognize and agree that the operation and maintenance of said program is solely and exclusively within the control of the Company and that the Company may change, alter, replace, or revise said program so long as the existing rights of employees are not impaired or reduced.

## ARTICLE 28

### Group Benefits

1. **Through December 31, 2021, the current group health and welfare plans will remain as currently in place, including current employee contribution levels.**
2. **In 2022, the Company shall offer the following health care plans:**
  - a. **Employees hired before January 1, 2019 shall be eligible to participate in the PPO plan with the benefits levels of such plan to be substantially similar to the 2021 PPO plan design. Employees selecting the PPO shall pay the 2021 premium plus 45% of the total premium increases for the year 2022. Such employees shall also be eligible to participate in benefits**

**on the same terms and conditions with the same premium contributions as non-bargaining employees**

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

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

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

## ARTICLE 29

### Contracted Work

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

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

## ARTICLE 30

### Supervisory Work

The Company agrees that it will not as a matter of general policy, use supervisory employees on work performed by Union members if such Union members are available and willing to work.

## ARTICLE 31

### Layoffs

1. If it becomes necessary in the judgment of the Company to lay off regular employees, they shall be laid off in the inverse order of seniority.
2. Before instituting any program for the reduction of work time, the Company will give the Union thirty (30) days notice of such intention.
3. The Company will consult with the Union regarding the method of effecting the reduction in work time, and will give consideration to the recommendations of the Union before arriving at a final decision as to the method to be pursued.
4. In the event of layoffs, the Company will, before laying off an employee, discuss with the Union the seniority and qualifications of other employees in the department who might fill vacancies. Any employee who would otherwise be laid off shall have a right to claim a job in another classification, provided, (a) that he/she can perform the work satisfactorily after a reasonable amount of training; (b) that the job he/she claims is in the same or lower rated (pay) classification; and (c) that the job he/she claims is held by a less senior employee.



5. Temporary and occasional employees will be terminated before regular employees are laid off.

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

7. In rehiring after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees were laid off (a) provided, however, that the employee is qualified in the judgment of the Company to perform the available work at the time the offer of employment is made and (b) provided, also, that the period of layoff does not exceed two (2) years.

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

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

When unusual or emergency conditions exist, the Company may recall employees on recall status by telephone contact. The Company may take whatever measures are

necessary to satisfy service requirements pending return of the recalled employees' or if the recalled employees do not respond.

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

10. Any employee who is rehired or recalled prior to having been laid off for the period of weeks equal to the number of weeks layoff allowance he/she receives shall reimburse the Company for the difference. Repayment may be made in full or by payroll deduction at the rate of not less than ten percent (10%) of basic wages per pay period or a larger amount with the employee's approval, until the excess amount is paid in full.

For an employee who has been laid off, the layoff allowance in the case of subsequent layoff(s) is based upon the number of weeks of layoff allowance to which the employee was entitled according to his/her seniority at the time of the previous layoff minus the number of weeks of layoff allowance paid on a previous layoff(s). The deductible is not applicable after three (3) continuous years of reinstatement.

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

## ARTICLE 32

### Inclement Weather

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

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

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

## ARTICLE 33

### Safety

Safety is of primary concern to the Company and the Union, as well as to each individual employee. The Company agrees to make all reasonable provisions for the health and safety of the employees during the hours of their employment. The maintenance of proper health and sanitary conditions and the observance of all laws relating to safety are of mutual concern to the Company and the Union. Joint safety

tailgate meetings will be conducted monthly.

#### ARTICLE 34

##### Tools

1. The Company will furnish proper tools, equipment and work gloves as are necessary to do the work and maintain the standard of service required by the Company. When tools, equipment, or work gloves are furnished to an employee, he/she shall be responsible for their return in good condition, ordinary wear and tear accepted. For lost tools, the Company will determine the need for reimbursement on a case by case basis.

2. Existing employees will continue to use tools now in their possession until the respective tools are no longer safe or usable or until the Company provides them with the replacements, whichever occurs sooner.

#### ARTICLE 35

##### Personnel Records

1. An employee shall have the right to review his/her personnel file on reasonable request. Additionally, an employee shall receive a copy of any entry of a written reprimand into his/her personnel file and the Unit 103 secretary shall receive a copy of such entries.

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

applicable Ethics Policy, or violates Title VII of the Civil Rights Act.

## ARTICLE 36

### Regular, Part-Time Employee Computation

1. Part-time employee working fewer than 1000 hours per year shall be entitled to no benefits provided in this Agreement, other than basic hourly wages (including applicable differentials, premiums, and mileage payments), unless required by law and/or terms of an insurance benefit plan or retirement plan\* applicable to members of the bargaining unit.

2. Part-time employees who are expected to work twenty (20) hours or more per week shall be entitled to the same group insurance program as that made available to full-time employees. They shall also be entitled to all other non-retirement\* related benefits provided in this Agreement on a pro-rated basis. For vacation benefit purposes, the amount of vacation to which such employee shall be entitled shall be determined by the average number of hours worked per week (as that figure relates to forty (40) hours per week) by such employee during the calendar year preceding the vacation year for which the calculation is made. For all other benefit purposes, the benefit amount shall be determined by the average number of hours worked per week (as that figure relates to forty (40) hours per week) by such employee over the six (6) week period immediately preceding the date on which such benefits, if any, are due or determined.

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

\*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.

## ARTICLE 37

### Temporary and Occasional Employees

Temporary and occasional 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 the term of a benefit plan applicable to members of the bargaining unit.

## ARTICLE 38

### Consolidation of Contracts

This Agreement has resulted from the combination of two (2) previously separate bargaining units and two (2) previously separate collective bargaining agreements. Specifically, the Company's Kittanning and Murrysville Service Areas are now covered by this Agreement. Where the word "area" appears in this Agreement it shall refer to such service area(s).

For purposes of day-to-day administrative and operational considerations and for purposes of promotion and layoff, the respective areas shall, generally, be considered separate and this Agreement shall be interpreted accordingly, unless a contrary intent appears. Consistent with this general approach, the parties have specifically agreed as follows:

1. Each employee has a permanent reporting area.

2. There shall be no movement of personnel between areas on a permanent basis, except as provided below. (This shall not prevent job assignments from one area to another, without limitation. In such cases of temporary job assignments, the employee will report to his/her regular area in the morning and back in the evening, with travel time between areas being paid time, or the employee will be reimbursed per the contract for board and lodging expense while assigned out of the area.)

3. If a vacancy exists in one area which has not been filled through the promotional process from within the area, employees from the other area will be permitted to bid on the vacancy. The Company must consider an existing employee before hiring off the street.

4. Where the Company consolidates a group, department, or function from one area to the other and that consolidation has the effect of creating additional jobs (in the job classifications involved) in the area to which the functions are consolidated, the employee whose work is being transferred shall have a preference for the additional jobs. However, if the consolidation transfer does not create additional jobs at the area to which the work is transferred, the employees whose jobs are eliminated shall not have the right to bump across area lines. Any transfer of work from one area to the other, regardless of whether the entire department or function or all positions involved are transferred, is subject to this concept.

5. Whenever an employee moves from one area to another pursuant to the provisions of paragraphs 3 and/or 4, above, he/she shall enjoy full seniority from the outset, and he/she will be placed at the appropriate dovetailed place on the seniority roster for the area to which transferred. In all other instances, seniority shall apply only within the area to which the employee is permanently assigned.

6. Any employee who is offered the opportunity to move to the other area in order to follow work which is being transferred (see paragraph 5, above) and declines the opportunity shall be subject to the layoff provisions of this Agreement, including any bumping opportunities that may be available to him/her within his/her area.

7. No employee 's reporting location will be changed simply as a consequence of this Agreement. However, it is recognized that the Company has the continuing right to set up new reporting locations within areas and the right to transfer work between areas, and these events could result in changes in reporting locations.

#### ARTICLE 39

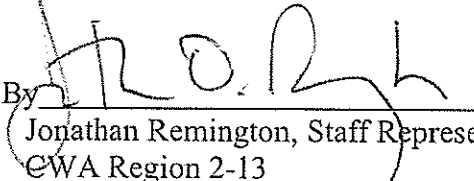
##### Conclusion

All of the terms of this Agreement shall become effective at 12:01 a.m., October 1, 2021, unless otherwise provided in the Agreement and shall continue in effect thereafter until midnight, September 30, 2024. Either party may on or before sixty (60) days prior to September 30, 2024, give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of employment.

Any notice to be given under this Article shall be given by registered mail, and, if by the Company shall be addressed to the office of the Union, and, if by the Union, to the office of the Company.

COMMUNICATIONS WORKERS  
OF AMERICA  
(AREAS)

WINDSTREAM PENNSYLVANIA, LLC  
(KITTANNING SERVICE)

By   
Jonathan Remington, Staff Representative  
CWA Region 2-13


By   
Bruce Hurlbut, Director Labor  
Relations Windstream



EXHIBIT A

Hourly Wage Schedule 1

Network Technician  
Business Systems Technician  
Cable Technician  
Outside Plant Engineer  
Construction Tech-Line Worker  
Construction Tech-Splicer  
Customer Service Technician (Hired 9/30/21 and Prior)

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

## Hourly Wage Schedule 2

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

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

## Hourly Wage Schedule 3

Assignment Clerk  
Utility Person

	Current	Effective 10/1/2021	Effective 10/1/2022	Effective 10/1/2023
<b>Start</b>	18.04	18.40	18.77	19.15
<b>End of 6 Months</b>	18.63	19.00	19.38	19.77
<b>End of 12 Months</b>	19.28	19.67	20.06	20.46
<b>End of 24 Months</b>	19.95	20.35	20.76	21.18
<b>End of 36 Months</b>	20.67	21.08	21.50	21.93
<b>End of 48 Months</b>	21.36	21.79	22.23	22.68
<b>End of 60 Months</b>	22.13	22.57	23.02	23.48
<b>End of 72 Months</b>	22.93	23.39	23.86	24.34

## Hourly Wage Schedule 4

### Material Coordinator

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

KITTANNING/MURRYSVILLE SERVICE AREAS

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

**Customer Service Technician**

Start	<u>17.00</u>
End of Year 1	<u>19.00</u>
End of Year 2	<u>21.00</u>
End of Year 3	<u>23.20</u>
End of Year 4	<u>25.00</u>
End of Year 5	<u>27.00</u>
End of Year 6	<u>27.30</u>
End of Year 7	<u>29.07</u>
End of Year 8	<u>30.97</u>
End of Year 9	<u>33.31</u>

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

EXHIBIT B

Kittanning/Murrysville Service Area  
Technician Listing by Job Titles  
Revised October 2015

Murrysville

Network Tech

Auman, Barry

Cable Tech

Miholovich, Louis

Customer Service Tech

Gonder, Russell

Good, Randy  
Miholovich, Louis  
Visnic, Brian  
Maglicco, Tim  
Muziani, Brian  
Moran, John  
Marshall, Brian

Kittanning

Network Tech

Crowe, Jeffrey

Calhoun, Gregory

Outside Plant Engineer

Myers, Kirk

Cable Tech

Wilson, Jerry

Customer Service Tech

Evans, Levi  
Feeney, Kevin  
Hulings, Rob  
Painter, Brad  
Palmo, Dan  
Smith, Carl

Wilson, Jerry Jr.  
Yauger, William  
Waltenbugh, Ken  
Hilty, Justin  
Cravener, Mike  
Herman, Tim  
Shaffer, Ty  
Strawcutter, Adam  
Claypoole, Josh  
Boarts, Carol

EXHIBIT C

Windstream Pennsylvania, LLC  
Kittanning Service Areas

And

Communications Workers of America

Article 31 – Layoffs

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 Section 6, but subject to the other provisions of that Article.

<u>Name</u>	<u>Weeks of Pay</u>
Thomas Shafer	34
Jeffrey Crowe	27

EXHIBIT C

Windstream Pennsylvania, LLC  
Murrysville Service Areas  
And  
Communications Workers of America

Article 31 – Layoffs

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 Section 6, but subject to the other provisions of that Article.

<u>Name</u>	<u>Weeks of Pay</u>
Terry Struble	44
Gary Loughner	40
Barbara Yount	37
Jerry Starenchak	37
Joseph Humenansky	37
Leslie Urban	35
Carol Boarts	35
Wayne Gabel	35
Thomas Keltz	34
Louis Miholovich	33
Barry Auman	32
Russell Gonder	30

EXHIBIT D

**Windstream Pennsylvania, LLC,**  
**Kittanning and Murrysville Service Areas**

**And**

**Communications Workers of America**

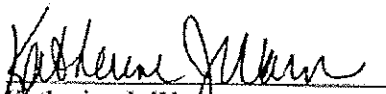
**Memorandum of Agreement**  
**Evolving Technologies**

This Memorandum of Agreement is entered into as of August 28, 2008 between Communications Workers of America ("CWA" or the "Union") and Windstream Pennsylvania, LLC. ("Company"). This Agreement shall be effective for the life of the Labor Agreement, unless otherwise mutually agreed in writing by the parties.

The Company and the Union agree that certain work related to the evolving technologies used in the telecommunications business of the Company may be performed by employees represented by the Union when it is cost effective and based on the needs of the business. Therefore, the Company and the Union agree to discuss the Company's plans for evolving technologies as needed, so that there is common understanding of the work to be performed by the bargaining employees.

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

**Windstream Pennsylvania, LLC.**

  
Katherine J. Ward  
Director – Labor Relations

**Communications Workers of America**  
**Local 13000**

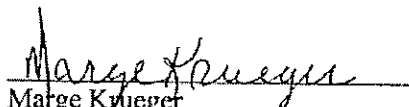
  
Marge Krueger  
CWA Administrative Director



EXHIBIT E

**Windstream Pennsylvania, LLC.**  
**Kittanning and Murrysville Service Area**

**And**

**Communications Workers of America**

**Letter of Understanding**  
**Sales Incentive Programs**

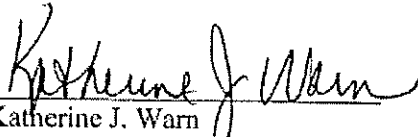
The Company may develop and implement sales incentive programs and recognition programs which will provide employees the opportunity to earn merchandise, cash, meals, recognition and other awards of value based on individual and/or collective (e.g. team) performance in achieving standards developed and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

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

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

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

**Windstream Pennsylvania, LLC.**

  
Katherine J. Warn  
Director – Labor Relations

**Communications Workers of America**  
**Local 13000**

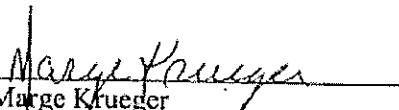
  
Marge Krueger  
CWA Administrative Director

EXHIBIT F

**Windstream Pennsylvania, LLC**  
**Kittanning/Murrysville Service Areas**

**And**

**Communications Workers of America**  
**Local Union 13000**

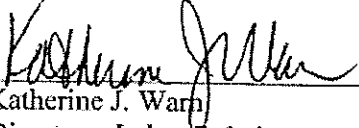
**Memorandum of Agreement**

**Special Wage Consideration**


During bargaining for a successor to the October 1, 2005 Collective Bargaining Agreement between Windstream Pennsylvania, LLC (Kittanning/Murrysville Service Areas) and the Communications Workers of America, the parties held discussions relative to those employed whose wages had previously been red circled or grandfathered in prior negotiations. As the result of those discussions the Company and Union have agreed to the following during 2008 bargaining:

Messrs. Kenneth Jones and Gary Loughner will continue to receive the Network Technicians hourly wage rate for the term of the 2008 Agreement as shown in Exhibit A, Hourly Wage Progression I.

**Windstream Pennsylvania, LLC**

  
Katherine J. Warn  
Director – Labor Relations

**Communications Workers of America**  
**Local 13000**

  
Marge Krueger  
CWA Administrative Director

Windstream Communications  
50 Executive Parkway  
Hudson, OH 44236-1676

Katherine J. Warn  
Director, Labor Relations  
t: 330.650.7456



October 1, 2010

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

Re: Windstream Pennsylvania, LLC. - Kittanning/Murrysville Service Area

Dear Charles:

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

1. In 2010 bargaining, the Company and Union held discussions regarding the work group restrictions listed in Article 11 Section 2. The Company agreed to withdraw our proposal to eliminate this language with the understanding that the Union has restated the Company's right to have overlapping job functions, for example utilizing Customer Service Technicians to work as Cable Technicians and Cable Technicians to work as Customer Service Technicians when needed. This would eliminate the Company's need to combine schedules.
2. The Union has agreed that prior to bargaining in 2012, they will provide a listing of employees that will be participating in bargaining for a new contract. Should the Company determine that based on the number of individuals listed separate bargaining sessions for each contract is required, the Company will notify the Union as soon as possible.
3. The Company agrees to supply bulletin boards for the Union's use, however, the Union and Company have agreed that if material posted is objectionable, the Company will notify the Union Representative of such material to be removed.
4. The Union and the Company both agree that overtime administration procedures must meet the criteria of both enabling the Company to meet the changing needs of the business while at the same time ensuring fairness to all employees. The Union and the Company have agreed to meet following 2010 bargaining to review overtime administration procedures at the work group level in an attempt to address any outstanding issues. Should the parties reach agreement to change any provision of this agreement regarding the overtime administration, a Memorandum of Agreement will be developed and signed by both parties.

Also reflected are certain understandings reached in previous bargaining sessions:

1. **Blood Drives** -- The Company and the Union will meet on an annual basis to discuss the feasibility of conducting blood drives with the American Red Cross at Company locations.



2. **GPS** – As identified in Article VI, Management of the Company, the Company can use improved methods or equipment, such as GPS. As with any other issue or concern, the Company can discharge for proper cause and must meet the provisions for just cause. The Company is in agreement that all employees will be notified of the use of the GPS prior to implementation and will be coached when and where appropriate, using progressive discipline.
3. **Training for Jobs of the Future** – The Company is committed to providing training for our technicians. The CWA NETT courses, which meet Windstream Educational Assistance Program, can be taken if the courses meet certification requirements. In addition the Company will agree to provide an additional \$1,000 for training that is directly related to our Company products and services through the terms of the Educational Assistance Program.
4. **Safety** – The Company is currently evaluating the parameters of the Safety Certification Program as presented to the Company for future cost savings. The Company is committed to re-establishing the safety committees on a statewide basis and for future certification if applicable.
5. The Company will be responsible for providing contracts and the costs associated with the printing of the new Collective Bargaining Agreement. In addition, the Company will provide the Union a soft copy of the final contract in Microsoft Word.
6. The Company will not hold a bargaining unit employee who has volunteered or been assigned to train another employee responsible for the quality of work performed by the employee receiving the training.
7. It is not the intent of the Company to work employees who have worked sixteen or more hours in any twenty-four hour period additional hours in the twenty-four hour period unless an urgent need requiring such work continues to exist. Employees will not be required to remain at work to perform work of a routine nature.
8. In 2000 bargaining, the Company agreed to delete the August 27, 1997 Memorandum of Agreement which had been attached to the previous Collective Bargaining Agreement. In that regard, certain understandings were reached, i.e., understandings, which were not recited on the face of the 2000 Collective Bargaining Agreement. Those understandings are as follows:
  - a.) Employees previously classified as Communications Technicians have been reclassified as either Cable Technicians or Customer Service Technicians, as set forth on the employee listing enclosed.
  - b.) We have reconfirmed the understanding that line construction work is not bargaining unit work, and will be contracted.

Mr. Charles P. Burns  
October 1, 2010  
Page 3



- c.) We will not distinguish between capital and maintenance for purposes of Article 29 administration purposes.
  - d.) We will allow bumping in case of layoff to a lateral or lower wage rated classification, on the basis of seniority, if the employee is able to perform the job into which he/she seeks to bump with reasonable training.
9. Reference to Service Representative has been deleted from the Collective Bargaining Agreement. Should the work performed by this occupation return; it shall be covered by the Collective Bargaining Agreement. The top wage rate for Service Representative was \$15.24 per hour.
10. The Company will continue the current posting and scheduling process as outlined in the letter dated May 10, 2006 in response to grievance number 103-02-002-06
11. Gary Loughner is grandfathered and will continue to receive the Network Technicians hourly wage rate for the term of the 2008 Agreement as shown in Exhibit A, Hourly Wage Progression I.

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

Sincerely,

Katherine J. Warn

cc: P. Remy  
M. Hayden  
L. Zatezalo  
D. Currie

APPROVED:

---

Charles P. Burns  
Communications Workers of America

Windstream Communications  
50 Executive Parkway  
Hudson, OH 44236-1676

Katherine J. Warn  
Director, Labor Relations  
t: 330.650.7456



October 1, 2010

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

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

Dear Jeff:

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

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

Sincerely,

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

Katherine J. Warn

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

APPROVED:

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

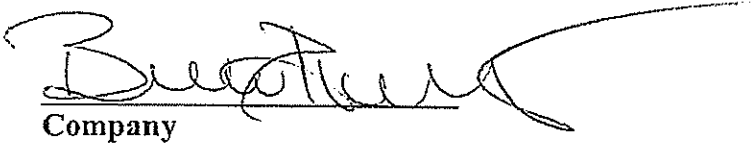
Jeff C. Reamer  
Communications Workers of America -- Local 13000

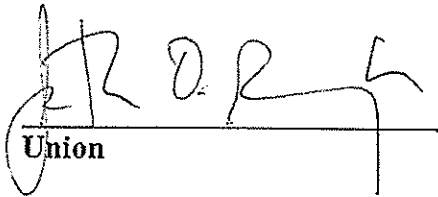
**Letter of Understanding  
Construction Work**

**Re: Windstream Pennsylvania, LLC- Kittanning/Murrysville Service Area- Letter  
Dated October 1, 2010**

**In the course of recent bargaining toward a new collective bargaining agreement, the  
Union and the Company have agreed on the following understandings:**

- 1. The agreement on the inclusion of the "Memorandum of Agreement Establishing  
a Construction Technician Classification" dated 2/23/2021 in the new collective  
bargaining agreement now supersedes the language contained in Section 8,  
paragraph b) regarding construction work.**
- 2. The construction work identified in the MOA dated 2/23/2021 is now bargaining  
unit work.**

  
Company

  
Union

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

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

September 29, 2012



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

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

Dear Marge:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Hurlbut", with a horizontal line extending to the right.

Bruce Hurlbut

APPROVED:

---

Marge Krueger  
Communications Workers of America-Local 13000





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

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

October 1, 2015

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

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

Dear James:

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

#### Vacation Trial

Discussions surrounding holiday scheduling were held during 2015 negotiations and have resulted in the interest to hold a trial in 2016 in the Kittanning work group.

Details of the Kittanning trial are as follows:

- At the time of vacation selections employees will select holidays they wish to work in the upcoming year based on seniority. The Company will furnish a list of holidays and the number of employees needed to work on each day. The Company will make every effort to adhere to these staffing levels designated for each holiday.
- Employee in seniority order will select those holidays they wish to work. In any case, each employee will select at least one at this time.
- In the event there are insufficient volunteers for a specific holiday(s) at the time of the initial selection process, the company will populate the holiday with the lowest senior employee(s). If more than one holiday needs to be filled, the Company will begin with the first holiday of the year, and will fill the vacancies by assigning the next lowest senior employee. The Company will continue the assignment rotation in the inverse seniority order until all vacancies are satisfied.
- After the initial selection process, if the need arises for additional employees to work on a Holiday, the company will first solicit volunteers; if none are available the lowest senior employee who

would be next in the rotation list referenced above will be assigned to work.

- Rotation selection is annual, and resets at the beginning of each year.

Continuation of this trial beyond 2016 must be at the mutual agreement of both parties.

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

Sincerely,

**Bruce Hurlbut**

cc: Marge Krueger  
Jeff Remer  
Anthony Melcher

APPROVED:

---

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



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

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

October 1, 2015

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

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

Dear James:

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

**Interchanging Job Duties**

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

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

Sincerely,

**Bruce Hurlbut**

cc: Marge Krueger  
Jeff Remer  
Anthony Melcher

APPROVED:

---

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



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

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

October 1, 2015

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

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

Dear James:

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

**Contract Books**

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

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

Sincerely,

**Bruce Hurlbut**

cc: Marge Krueger  
Jeff Remer  
Anthony Melcher

APPROVED:

---

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



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

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

October 1, 2015

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

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

Dear James:

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

### **Safety**

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

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

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

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

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

Sincerely,

**Bruce Hurlbut**

cc: Marge Krueger  
Jeff Remer  
Anthony Melcher

APPROVED:

---

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



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

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

October 1, 2015

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

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

Dear James:

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

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

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

Sincerely,

**Bruce Hurlbut**

cc: Marge Krueger  
Jeff Remer  
Anthony Melcher

APPROVED:

---

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



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

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

November 7, 2018  
Mr. Jon Remington  
Staff Representative, CWA District 2-13  
1370 Washington Pike, Suite 407  
Pittsburgh, PA 15017

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

Dear Jon:

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

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

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

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

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

Sincerely,

Bruce Hurlbut

cc: Jeff Reamer  
Gregg Bialek

APPROVED:

  
\_\_\_\_\_  
Jon Remington, Staff Representative  
CWA District 2-13



**WINDSTREAM PENNSYLVANIA, LLC  
Kittanning and Murrysville Service Areas**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
Local 13000**

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

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

1. Construction Technicians’ primary work will be construction, rehabilitation and upgrading of the Company’s telecommunication facilities. The Company may assign other work, including work primarily done by other classifications in the bargaining unit when required by service demand.

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

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

4. The Union agrees that Company Construction Technicians represented by the CWA and IBEW in bargaining units outside the CBA may conduct construction, rehabilitation and upgrading work in the exchanges covered by this CBA, provided that such work shall not cause the lay-off of any employee in the bargaining unit that regularly performs the same work. Furthermore, work performed by such outside technicians will not be permanent and

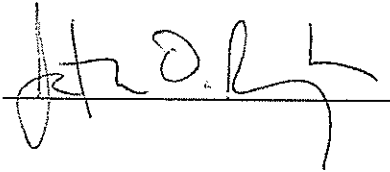
will not be performed for more than 180 days continuous assignment without the consent of the Union. In all cases of potential loans over 90 consecutive days the Company will discuss such loans with the Union. With the exception of cases of extreme emergency, Construction Technicians not covered by this CBA shall not be loaned in to perform work outside of their classification nor loaned in when existing bargaining unit Construction Technicians are loaned outside of their job classification. Extreme emergencies are defined as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

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

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

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

For the Union



Date:

10/1/21

For the Company:



Date: October 1, 2021

**WINDSTREAM PENNSYLVANIA, LLC**  
**Kittanning and Murrysville Service Areas**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**Local 13000**

**Memorandum of Agreement**  
**Material Coordinator**

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

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

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

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

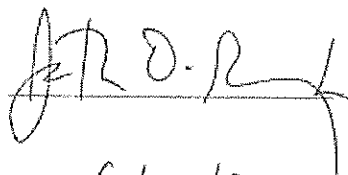
3. All terms and conditions of the collective bargaining agreement shall apply to the Material Coordinator position.

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

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

COMPANY

Communications Workers of America



Date: June 4, 2021

Date: 6/17/2021