NOT Final Version

MODEL of COLLECTIVE BARGAINING AGREEMENT

between

WINDSTREAM SERVICES, LLC

and

COMMUNICATIONS WORKERS OF AMERICA

(Sugar Land, TX CWA Employees)

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AGREEMENT / INTRO

This Agreement to be effective ___________, 2025 ("Effective Date") by and between Windstream Services, LLC (the "Company"), or their successors and the Communications Workers of America (the "Union"). The Union and the Employer are referred to in this agreement as the "Parties."

It is the intent of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION

The Company hereby recognizes the Communications Workers of America for purposes of collective bargaining of wages, hours and other conditions of employment, as the exclusive bargaining representative of all full-time and regular part-time Business Systems Tech I, Business Systems Tech II, Construction Line Worker, Customer Service Tech I, Customer Service Tech II, Construction Splicer, Network Technician II, and Buried Drop employees employed by the Employer at its facilities in Sugar Land, Sweeny, Winnie, and Richmond, Texas. Excluded employees are all other employees, including secretaries or clerical employees who handle confidential personnel information and who report directly to Company Officers, Directors, Division Vice President and Department Managers; any and all employees located in Company's Headquarters Building in any location; and guards, and supervisors as defined in the Act.

ARTICLE 2 - UNION SECURITY & DUES

1. All employees in the bargaining unit, on and after the 31st day following the signing of this Agreement, shall become and remain members of the Union in good standing for the duration of this Agreement to the extent of paying the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union. Any employee completing his probationary period on or after the 31st day following the signing of this Agreement, shall become and remain a member of the Union in good standing for the duration of this Agreement as provided above upon completion of his probationary period retroactive to the 31st day following commencement of employment or the 31st day following the signing of this Agreement, whichever is later. Any dispute as to the application of this provision may be referred to arbitration pursuant to Article 7 of this Agreement at the option of either the Union or the Employer.

2. The Employer agrees to deduct monthly from the earned wages of employees under the jurisdiction of the Union who individually authorize such deductions in writing on a form acceptable to the Employer initiation fees and dues as provided under the By-Laws of the Union and to remit same by check to the Treasurer of the Union each month.

3. The Union membership dues will be deducted from the pay earned during the first payroll period ending in each calendar month, provided there is sufficient pay available after other deductions are made in accordance with the established priority of deductions. If there is insufficient pay earned in the first payroll

period from which to make such deduction, it will be deducted from subsequent payroll periods closing within the same calendar month.

4. The Company agrees to furnish the appropriate Local, each month, with the names of all employees including new eligible employees employed within the collective bargaining unit during the preceding month. The notification shall state the employee's name, job title, residence address, and work location.

5. The Union shall indemnify and save the Employer harmless from all legal claims or liabilities that may arise out of any deductions made by the Employer made under this Article.

ARTICLE 3 - NON-DISCRIMINATION

Both parties affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, color, age, religion, national origin, sex, mental or physical disability or veteran status of the employee.

ARTICLE 4 - MANAGEMENT OF THE COMPANY

This Agreement shall not limit the Company in the exercise of any of the generally recognized customary rights of management to hire new employees, to discharge for cause, to promote, demote, transfer and lay off in accordance with the provisions of this Agreement, to establish work schedules and hours of work; to use improved methods, materials or equipment; to determine work assignments and tours; to develop and administer work standards and performance requirements; to be the sole judge of the quality and acceptability of Communications services rendered to the public; and to discipline for violation of Company rules. All other customary management rights shall be reserved solely by the Company. The Company shall determine the size of the work force for all departments and shall make such adjustments in the size of the work force as are necessary to insure a profitable operation of the Company.

ARTICLE 5 - RESPONSIBLE UNION-COMPANY RELATIONSHIP

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public, that in the interest of efficiency, productivity, and amiable labor relations, all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union will apply the terms of the Agreement in accordance with the bargained for intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

The parties also recognize that their mutual long-term success in the face of increased competition in the communications industry will be dependent on the provision of high quality products and services, as well as increased sensitivity at all levels to competitive activity and to customer needs, expectations and perceptions. Both parties agree in principle that these challenges require increased individual and collective emphasis on involvement, teamwork, innovation, pride and commitment to quality. The parties will endeavor to support and promote the acceptance of these principles by all employees at all levels.

The Company will not interfere with the Union. The Company agrees not to coerce or interfere with any employee with the object of restraining membership in the Union or to discriminate in any way against employees because of membership in the Union.

The Company, its officers and supervisors shall not interfere with the rights of employees to become and remain members of the Union and shall not in any manner, directly or indirectly, discriminate against, interfere with, coerce, restrain, discharge, demote, transfer, or discipline any employee by reason of his or her membership or non-membership in the Union.

The Union, its officers, stewards and members shall not in any matter, directly or indirectly, discriminate against, interfere with, coerce or restrain any employee by reason of his or her membership or non-membership in the Union.

The Company agrees to introduce all new employees who are covered by this Agreement to a Union Steward responsible for the employee's department. The introduction may be in person or via phone. Any meeting between the Union Steward and the Employee shall not take more than 15 minutes following the introduction.

List of Union Representatives. The Union agrees to furnish and maintain a current list of its Union Representatives. Such list shall be given to the Director of Labor Relations of the Company.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

Section 1. Under no circumstances shall strikes, sympathy strikes, stoppage of work, walkouts, slow-downs, or interference with work be ordered, sanctioned, permitted, or enforced by the Union, its officials, or agents, or engaged in, encouraged, or assisted by the employees; nor shall lockouts be ordered, sanctioned, permitted, or enforced by the Company, its officials, or agents while contract is in effect.

Section 2. In the event of any concerted activity against the Company proscribed under paragraph (a), the Union, acting through its officers, shall promptly and publicly state that such activity is not authorized by the Union and is disapproved of by it, and order the employees to cease and desist from such activity.

ARTICLE 7 - GRIEVANCE PROCEDURE

The Company and the Union agree it shall be the objective to settle grievances promptly and at the lowest step possible. If an agreement is reached between the parties, either formally or informally at any step below the second step, it shall be considered non-precedent setting and non-referable.

Grievances involving discharge, demotion or disciplinary suspensions shall be filed within ten (10) calendar days. All other issues should involve an informal resolution meeting between the supervisor and the employee. The meeting should take place as soon as possible from the time the employee made the request. The employee should be advised that union representation would be made available if desired. If a resolution is reached without the union present, the supervisor shall notify the local union representative of the agreed to resolution. If a resolution is not reached in the informal meeting, a grievance may be filed.

Step 1

Grievances shall be presented in writing to the immediate supervisor within thirty (30) calendar days following the occurrence of the act or incident giving rise to the grievance, or within thirty (30) calendar days following the date upon which the facts of the grievance first became known. Within ten (10) calendar days of receipt of the written grievance, unless otherwise mutually agreed upon, the supervisor and, optionally, one other authorized Company representative, and the authorized Union representatives, not to exceed two, shall meet to resolve the grievance. This Step 1 meeting may be conducted via teleconference. The written grievance shall set forth:

a. The name(s) of the employee(s) aggrieved.

b. The nature of the grievance. (A brief description of the circumstances out of which it arose.)

c. The section(s) of this Agreement, if any, relied upon or claimed to have been violated.

d. The remedy or correction desired.

The Company shall give its decision in writing to the Union within seven (7) calendar days following the conclusion of the Step 1 meeting(s). It shall be the objective of both the Company and the Union to settle grievances at the first step to the greatest extent possible.

Step 2

If the Union is not satisfied with the Company's decision at Step 1, the Union may appeal the grievance to Step 2 within fifteen (15) calendar days following the Union's receipt of the Company's Step 1 written decision. The authorized Union representative and the Director or authorized Company representatives shall meet within thirty (30) calendar days of such appeal. This Step 2 meeting may be conducted via teleconference where mutually agreed upon by the Company and the Union. The grievant may only be present for grievances involving suspension or termination, unless otherwise agreed to between the parties. Both parties shall attempt to resolve the matter, and the Company shall give its written decision to the Union within fifteen (15) calendar days following the Step 2 meeting(s).

If the Union is not satisfied with the final decision of the Company at Step 2, the Union may submit the matter to binding arbitration under the provisions of Article 10, Arbitration of Grievances, of this Agreement.

Management and the Union agree to assist each other in the investigation of the circumstances surrounding and related to any grievance. Management agrees that once a grievance has been referred to the Union, no representative of Management will discuss the matter with the grievant(s) without notification to an appropriate representative of the Union, and a reasonable opportunity for the Union representative to be present at the grievances.

Time limits specified in this Article shall be adhered to. Failure of either party to abide by the time limits shall result in a default of the grievance to the other party, which may be advanced to the next step of the grievance and arbitration procedure, if the Union so desires. The parties may extend said time limits by mutual agreement.

It is agreed that neither the Company nor its representatives, nor the Union, its locals, representatives or members, will attempt by means other than the grievance procedure to bring about the settlement of any issue which is properly a subject for disposition through the grievance or arbitration procedure.

Pay Treatment for the Handling of Grievances at the first and second steps. Local Management will arrange at times consistent with service requirements to meet with employees who are authorized local Union representatives to discuss for a reasonable period of time the grievance of that local organization. The above time for the local Union representative, as well as the employee or employees having the grievance, if spent during their scheduled working hours shall be without loss of pay at straight time provided that not more than two (2) including local Union representatives, shall be eligible for the above pay treatment.

The time spent in attendance at the meetings, listed above, shall be without loss of pay only if such meetings are held during such employee's scheduled working hours or with prior approval if the appropriate Company representative is not available during the employee's scheduled working hours. Such paid time shall be considered as time worked in computing any overtime payments to which the employees may become entitled.

ARTICLE 8 - ARBITRATION OF GRIEVANCES

1. A grievance which has not been satisfactorily settled after it has been presented in writing and processed completely through the grievance procedure contained in this Article may be submitted to arbitration by the Union notifying the Company in writing within sixty (60) days and the American Arbitration Association within ninety (90) days from the date of the Company answer at the second step (or the date of the default by the Company) provided the grievance concerns:

a. The interpretation, application or alleged violation of the terms of this Agreement;

b. The discharge, suspension, demotion or materially disciplining of any employee having more than one (1) years net credited service with the Company.

2. In the event that either party to this Agreement elects to submit an arbitrable grievance to arbitration, the parties agree that the matter shall be so submitted and agree that such submission shall be to a single arbitrator.

3. The arbitrator shall be designated by the American Arbitration Association in accordance with the then existing rules and procedures of the Association.

a. The arbitration shall be conducted under the then existing rules of the Association.

4. The arbitrator shall be confined to the subjects submitted for decision and may in no event as a part of any such decision impose upon either party any obligation to arbitrate any subjects which have not been agreed upon as subjects for arbitration, nor may the arbitrator as a part of any such decision effect reformation of this Agreement or otherwise alter any of its provisions.

a. In rendering the decision, the arbitrator shall be confined to the specific issue, and to the matters set forth of this Article, as may be appropriate.

b. The arbitrator shall not possess authority to assess damage or punitive payments against either party to the other.

c. The arbitrator shall have authority to include in the order an award for money restitution to any employee, or employee when improper payment, or failure to make proper payments is a point at issue in the specific complaint. In making any such award for restitution, however, the arbitrator will follow the "make whole" concept, and no more.

5. The decision of the arbitrator shall be rendered without delay and shall be final and binding on all parties and shall be enforceable in a court of law.

6. Each party shall bear the expense of presenting their own case and shall share equally the expenses of the arbitrator and the general expense of the arbitration.

7. The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determining adjustments for settlement between the parties of any and all grievances as herein defined, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

a. Nothing in this Section is intended to impair the right of either the Company or the Union to apply to the National Labor Relations Board for relief from unfair labor practices as defined in the National Labor Relations Act.

ARTICLE 9 - PROBATIONARY PERIOD

Section 1. Status and Treatment of Probationary Employees (Probationary period to be nine (9) months).

a. Probationary employees shall be accorded the same applicable rights and benefits as regular employees under the terms of this Agreement except for discretionary termination of probationary employment.

b. It is understood that probationary employees shall enjoy full rights and privileges of Union representation and there will be no discriminatory action taken by the Company by reason of affiliation or non-affiliation with the Union.

c. Any discharge, demotion or suspension shall be only for proper cause. However, it is mutually understood that all new employees are on probationary employment status for a period of nine (9) months from the date of employment and are subject to discharge at the discretion of the management. Any such discharge of a probationary employee shall be subject to the grievance procedure but not subject to the arbitration provisions of this Agreement.

Section 2. By mutual agreement, the Employer and the Union may extend the probationary period.

ARTICLE 10 - SENIORITY

Section 1. Definition. Seniority for the purpose of this Agreement shall be defined as the employee's continuous length of service with the Employer from the last date of employment or re-employment (Except as otherwise provided in this Article).

Section 2. Tiebreaker. In the event that two or more employees are hired on the same day their seniority shall be decided by employee's birthday, oldest employee has seniority.

Section 3. Bridge of Service - For vacation and time off purposes only

A rehired employee may be eligible to have previous service with the company credited (bridged) for certain benefits (i.e., vacation pay). However, there may be exceptions, as certain benefit plans have their own individual bridging rules that are controlling for purposes of eligibility, vesting and benefit accruals. In addition, an employee deemed a rehire by virtue of having worked for a company acquired or merged with may be subject to service bridging rules contemplated outside of People Practices (found in the merger agreements with those companies.) The following are guidelines for bridging a rehired employee's service:

- The employee's previous service must have been as a regular full-time, regular part-time, or a temporary employee employed directly with the Company and not through a third-party provider.
- If a temporary employee who was on the Company's payroll is subsequently reclassified to regular employee status (with or without a break in service), the temporary time actually worked is eligible for bridge of service. The time during the break in service will not be bridged.
- If an employee is terminated from the Company's payroll for less than one year, the employee's original service date applies.
- If an employee is terminated from the Company's payroll for more than one year but less than five years, the employee's service will be bridged based on the number of years of active employment with the company.
- An individual terminated from the Company's payroll in excess of five years is not eligible to have any previous service bridged.

ARTICLE 11 - JOB APPLICATION PROCEDURE

Whenever there is an approved job vacancy within the bargaining unit, the Company agrees to utilize the job application procedure hereinafter described.

a. Jobs will be posted for a period of ten (10) calendar days on the Intranet. The Company will make an effort to post on Company Bulletin Boards within each District.

a.1. The parties agree that the intranet is the method employees will use to nominate themselves for a vacancy. A job not posted to Company Bulletin Boards does not absolve the employee's responsibility to use the aforementioned methods.

b. Employees may apply for an unlimited number of posted vacancies at any given time.

c. The appropriate application must be completed by the employee and forwarded to the responsible Human Resources Representative on or before the posting close date. The posting close date will be included on every posting. Applications must be received by the Human Resources Representative on or before the posting close.

c.1 All applications must indicate the requisition number of the posted vacancy for which the employee is applying. The requisition number is available on the intranet for all postings.

d. Employees must submit a separate application for each and every posted vacancy for which they are interested. Employee applications will only be valid for the specific requisition number indicated on the application and will not be valid for any other vacancies.

e. Employees will not be eligible candidates for vacancies in their current job title within the same exchange and department.

f. Employees who refuse a position offered through the job posting procedure can be considered for future vacancies within the same job title/location. The employee must apply for each vacancy they are interested in as it occurs.

Interdepartmental lateral job placements will be contingent upon there being no material disruption to operations within the department from which the employee would transfer. In the event that immediate job placement is denied an otherwise qualified employee for such reason, the employee shall be afforded transfer consideration at the earliest opportunity thereafter.

In the selection of employees for transfer, seniority will govern if all other qualifications of the employees are substantially equal.

a. Candidates for job vacancies will be hired in the following priority order.

a.1 The most senior employee who possesses the minimum expectations and desired qualifications set forth in the job posting who also have preferential placement rights (employees who are either surplus, laid off or have medical restrictions). Laid off employees will be considered if the position is lateral rated from the position which they were laid off.

a.2 The most senior employee who possesses the minimum expectations and desired qualifications set forth in the job posting who submits a valid application for a posted vacancy.

a.3 If no Employee, who possesses the minimum expectations and desired qualifications set forth in the job posting, submits a valid application, the Company will hire an employee from outside of the bargaining unit that possesses the minimum expectations and desired qualifications.

a.4 If no external applicant possesses the minimum expectations and desired qualifications, the Company will hire the most qualified applicant from within the bargaining unit.

b. When a transfer is made from one (1) location to another at the request of the employee, all expenses of the move will be paid by the employee.

c. With the exception of the positions set forth in Section XX-4a when a job vacancy is filled by the Company, candidates will be considered in the following priority order:

c.1 Employees with preferential placement rights (employees who are either surplus, laid off, or have medical restrictions). Laid off employees will be considered if the position is lateral or lower rated from the position which they were laid off.

c.2 Employees who submit a valid application for a posted vacancy.

c.3 Should no qualified employee submit an application or should no valid application be received for a job vacancy, the Company will consider employees with a minimum of twelve months in their current position in seniority order, who have filed invalid application requests at the time the vacancy is effective.

c.4 New hires.

It is agreed between the parties that "shopping around" will not be condoned.

a. Employees who have accepted positions within the twenty-four (24) months preceding the date of a later vacancy will not be considered valid bidders.

b. These limitations shall not apply to an employee force adjusted under Article xx to the extent that the employee is seeking to retreat to the position from which the employee was force adjusted. Nor shall the above limitations apply to employees involuntarily moved fifty (50) miles or less under the provisions of Article xx.

The Company will notify selected employees of their selections within ten (10) calendar days of the position being filled. The Company will also notify within that time frame any employee or employees of more seniority than the employee selected together with the reason or reasons why they were not selected. A copy of this notification will also be sent to the Union and, if requested by the Union, a copy of supporting documentation of the selected employee/candidate.

The parties recognize that there may be times when a distress transfer or reclassification must be made. The problem shall be resolved by mutual consent of the Company and the Union. The employee involved shall pay all moving expenses, if any, but with no loss in regular scheduled "basic wages" for reasonable travel time as determined by the Company.

Any employee that completes CDL training provided by the Company will reimburse the Company for the cost of CDL training if the employee resigns or is discharged prior to one year after receiving their CDL.

ARTICLE 12 - HOURS OF WORK AND SCHEDULING

Normal Tour of Duty

Section 1.

a. The normal tour of duty for employees shall normally consist of eight (8) hours in any one (1) day. The work week shall normally be forty (40) hours consisting of five (5) daily tours of eight (8) hours each.

b. The Company shall have the right to schedule all tours and sessions and the starting and ending time of each.

c. Scheduled Saturday assignments and split weeks of non-consecutive daily tours will be maintained at a minimum consistent with the needs of the business.

Section 2. Work schedules shall be furnished by monthly or quarterly periods, and shall furnished to the employees, by bulletin board posting or by electronic notice at least seven (7) days in advance of the commencement of a given schedule. In departments where multiple tours exist selection of tours available to a classification shall be by seniority. In departments where multiple tours exist, an employee may choose to change his/her schedule at the beginning of each month in the exercise of their seniority.

ARTICLE 13 - CLASSIFICATIONS AND RATE OF PAY

Section 1. On-Call Pay. When the Company determines that it must schedule employees for on-call status, the following process will be used to choose from qualified employees:

1. If there is a single volunteer in the job title and location needed, that employee will be selected.

2. If there are multiple volunteers in the job title and location needed, the Company will choose the most senior volunteer who has not volunteered for and been selected for on-call in the prior 4 weeks.

3. If all of the volunteers in the job title and location needed have been selected for on-call in the prior 4 weeks, the Company will choose the most senior volunteer in the job title and location needed.

4. If there are no volunteers, the Company will force the most junior person in the job title and location that is needed who has not worked on-call during the prior 4 weeks.

5. If all of the employees in the job title and location have worked on-call during the prior 4 weeks, the Company will force the most junior person in the job title and location needed.

6. At the Company's discretion, if there are no volunteers in the location needed, the Company may choose to accept a volunteer in the same job title from a different location. But, the Company is not under any obligation to solicit or accept volunteers from different job titles or locations.

The routine carrying of cell phones does not necessitate payment of standby pay. The minimum work requirement for a standby employee is to respond to the page or call within one-half hour and to report to duty within one hour. The on-call premium will be paid as follows:

- Scheduled Days - one hour of regular pay per every 24 hours spent on call
- Non-scheduled Days - two hours of the regular hourly rate
- Holidays - two hours of the regular hourly rate

The on-call premium shall be paid in addition to any other differential, premium or payment to which an employee is otherwise entitled. On-Call pay is not used in the computation of weekly overtime.

Section 2. Call-Out Pay. When employees are called out for duty before or after regular working hours, time going to and from home shall be considered as time worked and paid for at overtime rate. The time thus paid for this type of emergency work, including traveling time, shall not be less than time and one-half for a minimum of two (2) hours work. Conditions may cause an employee to be called out more than once. However, only one call out pay award will be made in a single 24-hour period. Subsequent call outs in the same 24-hour period are paid at time and one-half for actual hours worked. Call out pay is not used in the computation of weekly overtime. The two (2) hour payment provision does not apply under the following conditions.

a. To work required during a meal period falling within the hours of the employee's overall tour of duty on scheduled days.

b. If the employee is notified before leaving the Company premises that he/she is required to work as a continuation of his/her regular tour on that day.

c. If the employee is called to work before the start of his/her scheduled tour for the day and continues working all or part of his/her scheduled tour.

Section 3. Lead Pay. When an employee is required and designated by the Company to act as a lead, the Employee shall receive a differential of 10% of base pay for all hours worked as a lead (subject to the 4-hour minimum below). Employees working as a lead must:

- Exercise independent judgment and direct the flow of work of others,
- Serve as a resource person for complicated or difficult work assignments,
- A minimum of a four-hour block of time in the lead assignment is required to qualify for lead pay.

Section 4. Overtime.

a. Employees are required to work overtime when assigned by the Company, but only when authorized by the Employee's supervisor or some other employee designated by the Company. Insofar as it is practical, the Company will endeavor to distribute overtime equally to employees assigned to work at the same location who are qualified to do the type of work to be performed and who usually perform such work during their normal work schedules.

b. Employees shall be paid at the rate of one and one-half times (1.5x) the regular base rate for all hours worked over 40 hours in a workweek.

c. Vacation and Holiday hours shall be counted towards the calculation of overtime, but other paid hours away from work shall not count towards the calculation of overtime.

Section 5. Rest Periods. Allow two (2) on-the clock (paid) breaks (not to exceed 15 minutes each; one in the morning and one in the afternoon, employee who is 15 minutes late cannot skip a break to make up the time). Business needs might preclude the ability to allow time for paid or unpaid breaks. Unused break time does not accumulate or accrue. Employees cannot use break times as a replacement for the unpaid lunch nor within 30 minutes before or after their lunch breaks.

Section 6. Night Differential. Full-time employees who are assigned to scheduled tours of work which start or end outside of the period between the hours of 6:00 a.m. to 9:00 p.m., shall receive a night differential for all scheduled hours worked between the hours of 9:00 p.m. and 6:00 a.m. of 10% of their base rate. Network Technicians scheduled to perform maintenance in the Central Office during the maintenance window will receive the night differential for each hour scheduled.

Section 7. No Pyramiding. When two (2) or more types of time and one-half compensation are applicable to the same hours of work, only one time and one-half rate shall be paid. In no case will time and one-half compensation be duplicated or pyramided. Time and one-half compensation shall mean time and one-half the employee's regular rate of pay.

ARTICLE 14 - TRAVEL

Section 1. Employees may be, from time to time, be assigned by the Company to work or attend meetings or schools in a town other than the town in which they are located.

Section 2. When an employee is sent out of town to work or attend meetings or school requiring an overnight stay, the Company will pay the employee a per diem of $48.00 for each full day away overnight. This per diem shall cover all expenses other than lodging and transportation to and from the school, meeting, or assignment. Lodging (room and tax only) shall be reimbursed by the Company. When such overnight assignments involve partial days out of the area, the Company shall reimburse the employee a half day per diem rate of $24.00.

Section 3. When an employee is assigned to a distant location as outlined in Section 2 and the use of the employee's personal vehicle has been authorized for this purpose, the employee will be granted a mileage allowance for round trip mileage from the normal work location to the temporary assignment location on the last day of each such assignment at the Company policy rate. This will be in addition to the applicable per diem allowance on the first day of the assignment. This rate shall not be less than the IRS maximum allowable rate.

Section 4. Employees assigned to a temporary location forty-five (45) miles or more from their headquarters location for seven (7) continuous days will be entitled to reimbursement for reasonable receipted laundry expense, excluding dry-cleaning.

Section 5. Traveling time spent by an employee as part of their principal job duties shall be treated as hours worked.

a. The time shall be inclusive between the limits of when the employee reports for work for the day, as required, and when released from work at the end of that day, mealtime excluded.

b. The time commences when the employee reports for work at the designated place and time, and ends when released from duties, mealtime excluded.

Section 6. Time spent by an employee, under Company direction and in line of assigned job duties, or at Company schools or conferences as driver or passenger of a Company motor vehicle while going to or from a work location shall be treated as working time, mealtime excluded.

a. Whenever an employee is directed to or is authorized to use a personal motor vehicle in lieu of a Company-assigned motor vehicle, travel time shall be paid as specified in Section 6.

Section 7. Traveling time spent by an employee, under Company direction and in connection with their job duties, by means of public transportation facilities, will be compensated as work time, but not in excess of eight (8) hours a day.

a. On scheduled workdays, compensation will be for the time spent in traveling that falls within the limits of the scheduled work hours, mealtime excluded.

b. On nonscheduled workdays, compensation will be for the time spent in traveling that falls within the limits of those hours that correspond to a normal scheduled workday. In event of question as to what constitutes corresponding scheduled hours, the workday for a full-time employee shall be presumed to include eight (8) hours, 8:00 A.M. to 5:00 P.M.

c. Should the employee elect alternatively to travel by means of personal motor vehicle as a matter of convenience, and the Company consent be granted, traveling time will be compensated as though the employee had traveled by offered public transportation facilities.

Section 8. There shall be no reduction in scheduled hours on a scheduled work day by reason of traveling under Company direction for Company business.

Section 9. Employees assigned qualifying duty for per diem who are not able to work because of illness or injury will continue to receive per diem while temporarily incapacitated, provided they are actually staying overnight out of town and incurring expenses. Employees hospitalized or at home during the disability will not continue to receive the per diem while away from the job.

Section 10. When the Company elects to furnish transportation and employees travel from the headquarters location to a temporary location and return to the headquarters location within the scheduled tour or during overtime, no daily allowance will be paid as set forth in paragraph 2; however, travel time shall be treated as time worked in these cases.

Section 11. The one-way highway distance by the shortest reasonable direct route will be used by the Company in computing mileage allowances. Reimbursement of turnpike tolls will be made to employees electing to receive actual expenses.

Section 12. Under no circumstances will a located employee qualify for per diem or mileage allowances by being temporarily assigned to a facility other than the employee's normal work facility which is located in the same town or exchange in which the employee is located or resides.

ARTICLE 15 - HOLIDAYS

Section 1. Employees shall be entitled to holidays set forth in the Company's People Practices as that may be amended from time to time at the Company's discretion. The Holiday policy is as follows:

COMPANY DESIGNATED HOLIDAYS

All regular employees who are regularly scheduled to work 20 or more hours per week are entitled to seven (7) designated holidays each year. The designated holidays are:

HOLIDAY	WHEN CELEBRATED
New Year's Day	January 1st
Memorial Day	The Last Monday in May
Independence Day	July 4th
Labor Day	The First Monday in September
Thanksgiving Day	The Fourth Thursday in November
Day after Thanksgiving	The Fourth Friday in November
Christmas Day	December 25th

NOTE: If the holiday falls on a Saturday, the Company will observe the holiday on the previous Friday; if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Section 2. Holiday Pay for Company Designated Holidays

Regular full-time employees will be paid eight hours of base pay for the observance of the holiday. Employees who are required to work on the holiday will receive 1.5x their regular rate of pay for all hours worked on the holiday.

Employees on leave without pay will not be eligible for holiday pay if the company-observed holiday falls during their unpaid leave period unless otherwise required by state law.

Section 3. Personal Holiday

A. Six (6) Personal Holidays shall be observed. A personal holiday will be any day of the employees choosing, based on their normal schedule and service requirements. On these holidays employees will be paid at their basic rate of pay plus differentials and premiums (except Sunday premiums).

B. Employees may elect to take up to six (6) personal holidays in increments of four (4) hours for a maximum total of forty-eight (48) hours per year.

C. New employees will accrue personal holidays based on length of continuous service as follows:

After 3 months continuous service: 2 days

After 6 months continuous service: 2 days added

After 9 months continuous service: 1 day added

After 12 months continuous service: 1 day added

After one (1) year of continuous service from date of hire, employees will be eligible for a total of six (6) personal holidays each calendar year. Personal holidays shall be selected at the time vacation selections are made and such personal holidays must be taken on a normally scheduled workday. By mutual agreement of the employee and the supervisor, a personal holiday may be rescheduled from the one originally selected.

D. Personal holidays must be taken prior to the end of each calendar year. If not taken, they will be forfeited. If an employee is leaving the Company and has unused personal holidays, the holidays will be forfeited at the time the employee gives his/her notice. Therefore, the days may not be taken during the notice period, nor will they be included in the calculation of termination benefits. Employee terminated for just cause will not receive any unused personal holidays.

ARTICLE 16 - SICK LEAVE, SHORT TERM DISABILITY, FMLA, AND LEAVES OF ABSENCE

Employees shall be entitled to Sick Leave and Short-Term Disability benefits. The Sick and Disability is as follows:

The Company provides sick pay of up to 7 days (56 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctors' appointments and for the care or treatment of an ill family member unless state law requires otherwise. "Family member" is defined as an employee's spouse, child, or parent. The Company may request a doctor's note for any absence; however, absences of more than 3 consecutive workdays automatically requires medical documentation for payment under the Sick Pay Program.

Eligibility

- Regular (scheduled to work at least 30 hours/week) employees are eligible to receive Sick Pay.
- New Hire eligibility is set forth below.
- Rehires with at least three months of prior service are eligible for sick pay on their first day of employment and is prorated per number of months left in the calendar year.

An employee on an approved leave of absence on January 1 will not be eligible for sick pay until they return to work for at least one day in the new calendar year. This provision excludes those employees who are using Sick Pay hours in the elimination period towards an approved Short-Term Disability leave.

New Hire Eligibility for Sick Leave

New employees are eligible for sick leave benefits after 60 days of employment. The amount of leave made available at that time is determined by the employee's month of hire, according to the chart below.

Month of Hire	Month Eligible	Sick Leave Hours Earned
January	March	40
February	April	36
March	May	32
April	June	28
May	July	24
June	August	20
July	September	16
August	October	12
September	November	8
October	December	0
November	January	56
December	February	48

Medical Documentation

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

Other Programs

Employees who are absent for an extended period of time may qualify for other salary continuation programs, such as Short-Term Disability or, subsequently, Long Term Disability.

Attendance

The Company needs the help and skills of each employee every day that they are scheduled to work. When there is an absence, regardless of the reason, the Company's ability to serve its customers is negatively impacted. Regular attendance is an essential function of the job, equally as important as other job performance expectations. Although the Company provides the Sick Pay Program, employees should not view this as an entitlement to take paid time off for reasons not permitted under this Policy, unless state or local law provides otherwise. Abuse or misuse of the Sick Pay Program may result in corrective action, up to and including termination of employment.

Workers' Compensation

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

Other Disability Programs

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

Exclusions from the Sick Pay Program

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

- Injuries or illnesses intentionally self-inflicted.

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

Carry-over / Payment upon Termination

Unused sick leave does not carry-over from year-to-year unless state law requires. The Company does not payout unused, accrued sick leave upon termination of employment.

Short Term Disability

The Short-Term Disability (STD) plan is a salary continuation program that is separate and distinct from the Sick Pay Program. STD provides up to 26 weeks of pay per approved disability for eligible employees in the event of their own injury or illness.

- STD pay structure is: Up to 6 weeks full pay/20 weeks 66% pay
- STD claims will be reviewed for approval or denial by a third-party administrator, which is currently New York Life (formerly CIGNA). A Company Leave of Absence Specialist will coordinate claims processing and payment.

Eligibility

- Regular (scheduled to work at least 30 hours/week) employees are eligible to receive Short Term Disability.
- New employees are eligible for Short Term Disability the first of the month in which their 12-month anniversary falls.
- Rehires with at least twelve months prior service are eligible for Short Term Disability on their first day of employment.

Definition of Disability

For the purpose of determining benefits under this plan, Disabled or Disability means that, due to sickness or as a direct result of accidental injury:

- You are receiving appropriate care and treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of your pre-disability earnings at your own occupation or an occupation within the Company for which you are reasonably qualified taking into account your training, education, and experience.

To Apply

Employees must apply for and meet the criteria for eligibility under the STD Plan. Application should be made by calling New York Life at 1-855-250-9412. If you have returned to work from an approved STD leave of absence and need to go out again for the same condition and have not been back at work for more than 13 weeks, provide New York Life with your original claim number and indicate this is a continuation of a previous leave.

Elimination Period

There is a seven (7) calendar day elimination period under the Short-Term Disability Plan. The elimination period is the period of time that an employee must be off work before benefits will begin under the STD plan.

Example: Employee is out sick from January 1 – January 15. The first seven (7) calendar days would be considered the elimination period, so benefits would not begin until the 8th day or January 8.

The seven (7) calendar day elimination period starts over for each leave period.

Example: Employee is on approved leave for 3 weeks in February, returns to work, and goes out again in April for the same condition. Employees must meet the seven (7) calendar day elimination period again in April before receiving pay under the STD plan.

Pay Guidelines

Upon approval of the employee's Short-Term Disability application, payment under the Short-Term Disability Plan will begin.

- Employees who are approved for payment under Short Term Disability will be paid in accordance with the Plan from the eighth day of approved absence.
- Payment under Short Term Disability for approved absences will be delayed when employees do not respond as needed to questions/follow-up from LOA Specialist and/or New York Life.
- Employees will be paid using any available paid time (sick pay, vacation, and optional holiday) for the first seven days of their leave and until their leave is approved.
- If all paid time is exhausted prior to or during the Short-Term Disability approval process, the employee will be unpaid until the Short-Term Disability application is approved.
- If the Short-Term Disability application is subsequently approved, the payment under Short Term Disability will be retroactive to the eighth day of approved absence and the hours paid under other pay types (sick, vacation, optional holiday), with the exception of the first seven days of the leave, will be restored.

Medical Documentation

- Medical certification will always be required before payment under the Short-Term Disability Plan can be approved.
- Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required during the employee's absence, or the Company may require the employee submit to an examination at the Company's expense, by a company-selected physician, to determine the employee's condition for payment-eligibility purposes. This option may be invoked by the Company either to start or to continue payment.

Coordination with LTD Payment

The Long-Term Disability (LTD) plan, if applicable, contains a provision for a 180-day elimination period per disability except where specific collective bargaining agreement provisions provide otherwise. Short Term Disability is intended to protect the employee's income during the LTD elimination period. In determining the elimination period, employees will be allowed up to 30 days of "temporary recovery" before a new LTD elimination period will begin.

Coordination with Workers' Compensation

If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of the Company pay provided the disability is approved under the provisions of the Short-Term Disability Plan. Employees must follow the procedures for submitting a claim for Short Term Disability through New York Life as outlined in the Short-Term Disability instructions.

If an employee is absent from work more than 3 consecutive days, or several intermittent days, the employee should contact New York Life at 1-855-250-9412. The employee should apply for a leave of absence and possibly FMLA even if the employee was injured and absent from work due to an accident on the job.

Coordination with Other Disability Programs

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

Exclusions from Short Term Disability Program

The following conditions are excluded from payment under Short Term Disability:

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Dental procedures, except those performed by an oral surgeon under general anesthesia.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.

The determination of a qualifying condition/disability eligible for payment under the Short-Term Disability Plan is at the sole discretion of the company and/or the third-party administrator.

Appeal Process

If benefits are denied based on New York Life's Short-Term Disability claim decision, an Appeal may be submitted directly to New York Life. New York Life must receive the Appeal by following the steps outlined below:

- Submit an appeal letter to New York Life within 180 days of the denial letter.
- The appeal letter should be sent to the New York Life representative signing the denial letter to the address noted on the letterhead.
- The appeal letter must include:

1. Name of disabled employee.
2. Reference to the claim decision.
3. An explanation for appealing the determination.
4. The claim number.

- The employee may also submit additional information. Additional information may include, but is not limited to: medical records from the doctor and/or hospital, test result reports, therapy notes, etc. These medical records should cover the period outlined within the New York Life denial letter.

After New York Life receives the complete appeal request, a full and fair review of the claim will be conducted, and an appeal determination will be rendered directly to the employee by New York Life within 45 days from receipt of the appeal. If you have questions, please contact New York Life.

Return to Work

The employee will be required to submit a copy of the Medical Release to Return to Work authorization to their manager before they will be allowed to return to work.

Family and Medical Leave Act

Employees shall be subject to the Windstream Family and Medical Act Leave policy set forth in Windstream People Practices as that may be amended from time to time at the Company's discretion. The company shall provide the Union 30 days' notice of any such amendments.

Absence from Duty

1. Voting. Employees are expected to make every effort to vote during other than working hours. Any employee who on a day on which a National, State or Local election is held is unable to vote due to the scheduled tour, may upon adequate explanation at least 24 hours before the election day have his or her schedule adjusted to allow at least three (3) hours either before or after such rescheduled tour to vote.

2. Jury Duty. Employees who are required to serve as jurors shall be excused from their regular workday schedule each day they are required to report for jury duty, and they shall be paid at their basic wage rate for such absence. Employees who are scheduled to work an evening or night shift will be rescheduled to work a day shift effective the first day they report for jury duty. If employees are excused from such jury duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by the court shall be integrated into the employee's basic wage paid during that jury duty.

3. Witness Duty. Regular employees who are required to appear as witnesses in court shall be excused from their regular workday schedule each day they are required to report for witness duty and they shall be paid at their basic wage rate for such absence. Employees who are scheduled to work an evening or night shift shall be rescheduled to work a day shift on each day the employee is required to serve as a witness. If employees are excused from such witness duty for all or part of a scheduled day, they shall promptly contact their immediate supervisor in person or by telephone for an assignment. Any monies, other than expenses, paid the employee by any source for acting as a witness shall be integrated into the employee's basic wage paid while being a witness.

4. Election Day Service. Any employee who requests time off to serve in connection with a National, State or Local election shall be excused for the entire day without pay if the demands of service permit.

5. Death in Family. In the event of a death in the immediate family, a Regular Full-time employee shall be granted time off without loss of pay for a period not to exceed five (5) days.

6. Employee's immediate family is defined as follows:

- Employee's Spouse or Fiancé
- Children or Stepchildren (including pregnancy loss)
- Daughter-in-law; Son-in-law
- Parents or Step-parents of employee; In-law Parents or Step-parents
- A person living in the household of the employee
- Brothers and Sisters / Step-Brothers and Sisters / In-law Brothers and Sisters

In the event of the death of a close relative, an employee may be allowed up to three (3) days away from work with pay.

The employee's close relatives are defined as follows:

- Grandparents / Great Grandparents of employee or spouse; In-law Grandparents
- Grandchildren / Great Grandchildren of employee or spouse
- Aunts / Uncles

- Nieces / Nephews

The more generous bereavement leave time will apply if the deceased person falls into both categories. Within a reasonable period of time, the employee may be required to provide verification of need (obituary, death certificate, etc.). Regular full-time and part-time employees are paid for hours missed based on their regularly scheduled workday for up to five (5) workdays. This payment is in addition to any other time off that the employee may be allowed, such as vacation or optional holiday time. Additional unpaid time may be taken with management approval assuming the employee has exhausted vacation and optional holiday time.

10. Personal leave is any unpaid leave of absence granted to enable the employee to attend to personal issues/activities that are demanding enough that the employee cannot attend to those issues/activities and perform their normal job duties.

Regular full-time and regular part-time employees may request personal leave of absence. Each request is considered on its individual merits, considering the reason for the leave request, the employee's work record and the business needs of the Company. The Company has the discretion to grant or deny personal leave requests. Please note that prior to taking any unpaid leave, the employee must first exhaust all paid time off, such as vacation and optional holidays.

a. The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.

b. A leave of absence granted under the terms of this Agreement will be terminated:

b.1 Whenever the Union shall cease to be the bargaining representative for the eligible employees in the department involved.

b.2 Upon expiration of the period for which the leave is granted.

b.3 Or prior to such expiration, upon the date an employee shall return to work following assignment by his/her supervisor.

c. Any employee excused from duty or granted a leave of absence under this Agreement will be restored to the status of an active employee at the termination of his/her absence; provided that, had he/she remained in active service during the period of absence, he/she would be qualified and eligible to retain his/her former position or an equivalent position.

d. No physical or occupational examination shall be required as a requisite of reemployment except where an obvious physical or mental condition exists which requires medical advice regarding job placements or fitness for work.

e. The rate of pay upon return shall be that rate at the same point on the wage schedule the employee occupied when he/she left; that is, any modifications in wage progression schedules effected while the employee is on leave, which changes the occupational rate in effect at the time of the leave, will be applicable to him/her upon his/her return.

f. All rights of any employee under a leave of absence granted under this Article shall terminate if the employee resigns his/her employment with the Company or accepts employment with other than the Union or the Company, prior to the expiration of the leave.

g. The Company may grant a leave of absence for up to six (6) months with no guarantee that a position will be available upon expiration of the leave if the employee so requests it.

h. Incidental continuous absences of less than forty-five (45) days shall not be subtracted from the employee's service or cause a break in service, but when employees have been employed by the Company for less than six (6) months and have been absent from work continuously for more than thirty (30) days and are not entitled to sick benefits, their employment will be automatically terminated.

i. A leave of absence granted continuous with an incidental absence will become effective from the first day of absence.

11. Leave of absence for personal affairs is a leave granted to an employee who wishes time off from work to attend to some pressing personal affair such as, but not limited to, the settlement of an estate after death in the family, pregnancy, or serious illness of a member of the immediate family.

13. Leaves requested under this section may be extended for reasonable periods of time on proper Company approval.

14. The Company, at its option and at its expense, may have the employee on leave of absence for illness, report to a physician selected by the Company for a medical examination and the Company will determine whether the employee's leave of absence shall be continued, based upon the medical report submitted by the physician.

15. The leave of absence will terminate upon a physician's report that the individual is fit to return to work, and the individual has been notified to return with reasonable time allowed for reporting for assignment.

16. Return from Leave Before Expiration of Leave. A regular employee on leave of absence and who may return to work as a nonregular employee at the discretion of the Company before the expiration of such leave will not experience a break in service because of such nonregular employment. Such an employee is treated as a non-regular employee only while engaged in the non-regular work.

ARTICLE 17 - VACATION

Section 1. Eligibility

Employees are eligible for paid vacation based on their length of service. While vacation is available for use at the beginning of the calendar year, it is accrued each month using the following formula: annual hours of vacation eligible based on years of service ÷ 12 = vacation hours accrued per month.

Section 2. Eligibility for New Hires

New employees are eligible for vacation after 60 days of employment. The amount of leave made available at that time is determined by the employee's month of hire, according to the chart below.

Month of Hire	**Month Eligible**	**Vacation Hours Earned**
January	March	64
February	April	56
March	May	48
April	June	40
May	July	40
June	August	40
July	September	32
August	October	32
September	November	16
October	December	16
November	January	80
December	February	72

Section 3. Vacation Schedule for Full-time Employees (based on traditional work week)

Number of Days	Availability
Two (2) Weeks or 10 Workdays	Available for use at the beginning of the calendar year following initial vacation (as defined in above table). An employee who has not reached the 3rd service anniversary cannot accrue more than two (2) weeks or 10 workdays of vacation.
Three (3) Weeks or 15 Workdays	Available for use at the beginning of the calendar year of the employee's 3rd service anniversary. An employee who has not reached the 10th service anniversary cannot accrue more than three (3) weeks or 15 workdays of vacation.
Four (4) Weeks or 20 Workdays	Available for use at the beginning of the calendar year of the employee's 10th service anniversary. An employee who has not reached the 25th service anniversary cannot accrue more than four (4) weeks or 20 workdays of vacation.
Five (5) Weeks or 25 Workdays	Available for use at the beginning of the calendar year of the employee's 25th service anniversary. An employee who has reached the 25th service anniversary cannot accrue more than five (5) weeks or 25 workdays of vacation.

Employees must work two weeks of the calendar year after returning from a leave of absence in order to be eligible for vacation.

Section 4. Eligibility Requirements for Rehired Employees

Employees whose service has been bridged due to rehire will receive vacation on a prorated basis in their first calendar year of re-employment. This should be calculated as hours of vacation eligible (based on service date)/12= vacation hours per month x number of full months left in the year (does not include month of rehire). The pro-ration will be calculated based on the rehire date. Employees who are rehired in the same calendar year as termination of employment and who had been paid for all vacation time for that calendar year will not be eligible for additional paid vacation time during that calendar year.

Section 5. Vacation Scheduling and Reporting

Vacation schedules will be prepared by the Company for each department and/or workgroup. After November 1 and prior to December 31 of each year, the Company will distribute vacation schedules to all reporting locations. The selection of vacation dates within each schedule will be on the basis of seniority as shown in the records of the Company. Except as otherwise provided in this Article, employees may split vacations into periods of not less than one (1) workweek, if the demands of service permit.

Vacation selection process to provide that the first circulation of the annual vacation schedule will be solely for the purpose of allowing employees to select full weeks of vacation. After that is complete, the next circulation will be for the request of single vacation days. Finally, the last circulation will be for the request of personal or optional holidays.

a. Vacation increments must be scheduled at the beginning of the year in which it is to be taken. Requests for full weeks of vacation will have precedence over requests for single-day vacation time during the selection process. Likewise, requests for single day vacation time will have precedence over requests for half day vacation time during the selection process.

b. Scheduling of vacations shall take into account business needs, and employee preferences. Vacations shall usually start on the first day of the calendar week. Except as noted for day-at-a-time and half-day-at-a-time vacations, employees may split their vacations into periods of not less than one (1) week if business needs permit.

a. Scheduling of vacations shall take into account business needs, and employee preferences. Vacations shall usually start on the first day of the calendar week. Except as noted for day-at-a-time and half-day-at-a-time vacations, employees may split their vacations into periods of not less than one (1) week if business needs permit.

b. A vacation week will be a workweek and no work shall be scheduled for the employee in a vacation week. If a vacation is taken in the last week of December, any vacation days used that fall in the current year will count against the current year's vacation and any vacation days used that fall in the following year will count in the following year's vacation.

Section 6. Vacation Pay for Active Employees

- Vacation pay is computed on an employee's base rate of pay (excluding any pay differentials) at the time the vacation is taken.
- Employees may not receive pay-in-lieu of vacation.
- Vacation cannot be carried over into the next year unless state law requires otherwise. However, if due to business need, the Company requests the employee not take all of their vacation, the vacation must be taken in the first quarter of the next year unless state law requires otherwise. Vacation may only be carried over in whole hour increments and cannot exceed the remaining 40 hours.
- Please note that prior to taking any unpaid leave, the employee must first exhaust all paid time off, such as vacation and optional holidays.

Section 7. Vacation Pay for Terminating Employees

Unless law requires otherwise, all accrued but unused vacation will be paid upon termination per Section 8 below.

The amount of vacation owed an employee should be calculated as: hours of vacation eligible/12=vacation hours per month x number of months worked in the year less all used vacation hours. When necessary, the total number of vacation hours due an employee should be rounded up to the next full hour.

For example: an employee with calendar year vacation eligibility of 2 weeks (or 80 hours) accrues: 80/12 = 6.6666 hours per month. If the employee leaves in February, he will receive 14 hours of unused vacation pay (2 x 6.6666).

Section 8. Eligibility for Payment of Unused Vacation:

- Employees who resign from the company and give two weeks' notice (ten days worked, not to include time off) or terminate from the company for reasons other than termination for job abandonment or misconduct, will receive pay for eligible unused vacation based upon a prorated calculation of their calendar year vacation eligibility. Employees must work the first two weeks of the calendar year (or at least two weeks after returning from a leave of absence that extends into the beginning of the new year) in order to be eligible for vacation payout unless state law requires otherwise.
- Employees who are leaving the Company due to retirement, a location closing, death or because of a reduction in work force will be paid total eligible unused vacation.

- Employees who leave the Company voluntarily or involuntarily before their one-year anniversary (except for conditions defined in the prior bullet) will not receive pay for unused vacation unless state law requires otherwise. Employees who are rehired will have to complete a year of service before they are eligible for vacation pay-out.

Section 9. Vacation Banking

a. Employees eligible for three (3) or four (4) weeks of vacation may bank up to one (1) vacation week for each vacation year; Employees eligible for five (5) weeks of vacation may bank up to two (2) vacation weeks for each vacation year.

b. Vacation time must be banked in full forty (40) hour increments.

c. Banked vacation will be paid at the employee's basic rate of pay at the time the vacation is taken.

d. Banked vacation may accumulate from year to year, in compliance with the stipulations of this Section.

e. When an employee resigns with proper notice, is laid off or retires, they shall have the option to be paid for banked vacation at the time of resignation, layoff, or retirement.

f. The employee's request to bank vacation time must be received by December 1 of the vacation year. The request is submitted to their leader and HR for approval.

g. Banked vacation cannot be scheduled to be taken until all applicable employees have chosen their regular, single day and half day vacation for that year.

h. The maximum-banked vacation will be five (5) weeks.

i. Employees terminated for cause will not forfeit banked vacation.

ARTICLE 18 - GROUP BENEFITS

Section 1. The Company will maintain and make available to bargaining unit employee's benefits consisting of medical benefits, dental benefits, life insurance, vision, prescription drug benefits, and long-term disability benefits, which are offered to non-bargaining unit employees. The employees' contribution toward the cost of such plan will be the same as that of a similarly situated non-bargaining unit employee electing the same coverage throughout the life of this Agreement.

Section 2. All plans will be administered solely in accordance with the provisions of each plan. The selection of plan administrators, the administration of the plans and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

Section 3. The Company shall have the right to amend the plans in any way, including the selection of carriers. However, any amendment diminishing the level of benefits or increasing the cost to the employee/dependent will be limited to those changes applicable to non-bargaining employees.

Section 4. Employees shall be subject to all surcharges that apply to non-bargaining employees except employees shall not be subject to the biometric screening surcharge.

Section 5. Employees shall be eligible to participate in the following Company benefits on the same terms, conditions, coverage levels as non-bargaining employees to the extent they are offered to non-bargaining employees: HSA, Adoption Assistance, Parental Leave and Tuition Reimbursement.

Section 6. When any changes in such benefits are to be made, the Company will endeavor to give the Union thirty (30) days-notice of such changes when feasible, and upon request will meet to discuss the reason for the change. Nothing in this Article, nor in this Section 6 shall prevent the Company from making such changes even if the Union does not agree to such changes and/or if the Union has not concluded its discussions with the Company on such changes.

ARTICLE 19 - 401K

The Employer shall offer the terms of its 401K plan, as these plans are from time to time modified or terminated with notice to the Union.

ARTICLE 20 - DISCIPLINE AND PERSONNEL RECORDS

Section 1. In the event that the job performance of an employee is unsatisfactory to the Company and the Company decides to demote, dismiss or suspend such employee, they shall first notify the appropriate local Union representative in the employee's work group or unit and the employee before taking such action. In instances where imminent risk to persons or property exists and immediate action is required, the Company will notify the appropriate Union representative as soon as possible after that action is taken.

Section 2. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative shall be present if the employee so requests.

Section 3. An employee may, upon ten (10) working days' notice, inspect records contained in that employee's personnel file, such as absence and tardy records, work observation records, appraisals and records bearing on any disciplinary action. Employee notification shall be made when records are added to or removed from an employee's personnel file. For purposes of this Article, personnel file is defined as those records normally in the custody of the Human Resources Information Services Department at the corporate headquarters.

ARTICLE 21 - SAFETY PRACTICES

Section 1. Company Policy to Provide Safe Working Conditions

1.1 It is the Company's policy to provide employees with safe working conditions, and the Union will cooperate with the Company to effectively carry out this policy.

1.2 The Company shall provide to employees, when necessary, rubber gloves for the safe performance of their job assignment.

1.3 In cases of emergency or disaster when employees are required to work in inclement weather, the Company shall provide, if available, the necessary slickers and rubber foot covering.

1.4 The Company shall supply rubber aprons where necessary for employees working around batteries in central offices.

ARTICLE 22 - CONTENTS & VALIDATION

Section 1. This Agreement contains the entire agreement between the Company and the Union. There are no oral agreements which have not been reduced to writing for inclusion in this Agreement, and no changes shall be effective until reduced to writing and signed by an officer of the Company and by an officer of the Union.

Section 2. In the event any applicable and effective Federal or State Law affects any one or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, and in all other respects, the Agreement shall continue in full force and effect.

ARTICLE 23 - POSITION ELIMINATION / WORKFORCE REDUCTION

1) If it becomes necessary in the judgment of the Company to lay off regular full-time employees, the Company will notify the Union, in writing, within 30 days of such lay off. During the next thirty (30) day period following such notice, the Company and Union will discuss the subject and attempt to reach agreement on the manner of implementing such layoff. Such discussions will include any suggestions the Union might wish to make in the interest of reducing the impact of layoffs. If such agreement is reached, the layoff will proceed in accordance with such agreement. If no agreement is reached within such thirty (30) day period, the layoff will proceed, by job title classification (i.e., within the job title classification where the force adjustment is necessary), in the inverse order of seniority.

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

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

4) Any employee who is laid off for lack of work shall be given the opportunity to return to the Company's employment at the exchange from which he or she was laid off or any other exchange covered by this contract having a job opening for the period of one (1) year from date of layoff, subject to the following conditions:

a) The employee shall, in writing, notify his or her manager of his email and residence address and keep the company informed of any changes thereof.

b) If an opportunity for employment arises, the Company shall notify the employee by email.

c) The employee shall reply within ten (10) days from date of notice, accepting employment, and agreeing to report within fifteen (15) days from date of notice.

d) Failure of the employee to reply, accept employment within ten (10) days, and to report for work within fifteen (15) days from date of notice, shall cancel his rights under this provision.

e) If several employees are laid off at the same time, such employees will be offered re-employment under the above conditions in the order of their seniority at the time of the layoff.

f) Any employee who is laid off for lack of work, who returns to work within one (1) year from date of layoff, shall, upon his or her return to work, retain his/her seniority accumulated up to the date of the layoff.

5) To satisfy the Job Vacancy requirements in Article 11, Employees with preferential placement rights (employees who are either surplus, laid off, or have medical restrictions). Laid off employees will be considered if the position is lateral or lower rated from the position which they were laid off.

Separation Pay

A regular, full-time employee who is laid off shall be entitled to severance pay in the amount of two (2) week's pay at the regular, straight time rate (up to a maximum of twelve (12) weeks' pay) for each full year of seniority accumulated as of date of layoff.

ARTICLE 24 - CONSTRUCTION TECHNICIAN

1. Travel. 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. Travel outside of the employee's home exchange shall be made in a Company provided vehicle unless mutually agreeable to the employee.

2. Notice. The Company will provide notice of loans into or out of the areas covered by this Agreement under the following circumstances:

A. If an employee covered by this Agreement is loaned to any work area in Texas, New Mexico, or Oklahoma, for more than seven (7) consecutive days, the Company will provide 2 days' notice to the President of Local 6171.

B. If any employee of the Company whose primary reporting location is in Texas, New Mexico or Oklahoma is loaned into an area covered by this Agreement for more than seven (7) consecutive days, the Company will provide two (2) days' notice to the President of Local 6171.

C. If any employee covered by this Agreement is loaned to an area outside of Texas, New Mexico or Oklahoma for more than seven (7) consecutive days, the Company will provide seven (7) days' notice to the President of Local 6171.

D. If any employee of the Company whose primary reporting location is somewhere other than Texas, New Mexico or Oklahoma is loaned into an area covered by this Agreement for more than seven (7) consecutive days, the Company will provide seven (7) days' notice to the President of Local 6171.

3. Loans Longer Than 21 Days. Construction Technicians that are deployed at Company locations outside exchanges covered by the bargaining unit for more than twenty-one (21) consecutive calendar days may return to their regular reporting locations one weekend every three weeks, beginning on the Friday after the twenty-first consecutive calendar day of deployment. Such weekend travel shall commence after the end of the Friday workday and end at the beginning of the following Monday workday. Travel expenses shall be paid pursuant to the contract.

4. On-Call & Overtime. The Company may assign Construction Technicians to on-call including in areas outside the geographic scope of this unit. On-call will be rotated among employees or crews or shared with other CWA or IBEW bargaining units at the discretion of the Company. On-call will be paid according to the contract. Construction Technicians will be required to work overtime at the direction of the Company.

5. CDL. A CDL-A is a requirement for this position and must be maintained. For any Construction Technician who does not have a CDL upon hire (or at the time of signing this CBA), the Company will make arrangements for the CDL training and testing to occur within 6 months of hiring (or the signing of this CBA). If an employee fails to obtain a CDL-A for any reason within 6 months of hire (or of the signing of this CBA, whichever is later), the employee's employment shall be terminated and such employee shall not have recourse to the Grievance and Arbitration procedure for such termination. Any employee that completes CDL training paid for by the Company will reimburse the Company for the cost of CDL training if the employee resigns or is discharged for cause prior to one year after completing such training and/or receiving their CDL. The 6 month time period can be extended by mutual agreement of the parties.

ARTICLE 25 - EMPLOYEE CONCESSIONS

Employees shall be subject to the Windstream Employee Discount policy as that may be amended from time to time at the Company's discretion. The Company shall provide the Union 30 days' notice of any such amendments.

ARTICLE 26 - DRUG AND ALCOHOL POLICY

Employees shall be subject to the Windstream Drug and Substance Abuse policy set forth in Windstream People Practices as that may be amended from time to time at the Company's discretion. The Company shall provide the Union 30 days' notice of any such amendments.

ARTICLE 27 - DURATION

This Agreement shall become effective as of the date of ratification and shall remain in full force and effect until 11:59 p.m. on January 30, 2028. If notice of cancellation or termination of this Agreement is not provided in writing by either party to this Agreement ninety (90) days prior to expiration, the Agreement will renew for an additional period of one year until such cancellation is provided in advance of the anniversary date of expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of ________________, 2025.

ARTICLE 28 - DEFINITIONS

1) Basic Wage Rate, Basic Rate - The hourly rate of pay determined by the wage schedule for the job; it excludes differentials, premiums, and other extra payments.

2) Department - For the purposes of this Agreement, the following are recognized as departmental entities:

a) Operations

b) Construction

3) Net Credited Service – Term used to express the aggregate of the years, months, and days of active employment with the Company or any of its predecessors which will be recognized by the Company with respect to each employee. Active employment will include only that time for which the employee actually receives pay or is on authorized Union or military leave of absence and will not include time for which the employee receives Workers' Compensation as a result of being totally and permanently disabled in excess of one (1) year. Active employment will be computed in terms of whole workdays.

4) Regular Rate of Pay - The hourly compensation of the particular employee during the particular work week as determined by the sum of the employee's basic rate time hours worked.

5) Work Day - The period of time between 12:01 AM and 12:00 midnight ending any day. Any tour or call-out is part of the workday on which such tour or call-out begins.

6) Workgroup - Those employees within the same location who normally perform the same type of work.

7) Workweek - The workweek shall begin on Sunday at 12:01 a.m. and end on the following Saturday at 12:00 midnight.

ARTICLE 29 - BARGAINING AND CONTRACT ADMINISTRATION

29.1 Meetings between the Union and the Company for the purpose of collective bargaining and for the adjustment of grievances shall be conducted by and between the duly authorized representatives of the Union and the Company upon request and reasonable notice at such times and places as may best suit the convenience of the parties.

29.2 The Company agrees to designate appropriate Management representatives to meet and deal with appropriate designated representatives of the Union.

29.3 The Union and the Company agree to provide each other with the current lists of the authorized representatives and officers qualified to represent the respective parties.

29.4 The Company and the Union agree not to change, add to, or delete from the titles and wage rates listed in Appendix A during the term of this Agreement, except as provided by the following:

a. The Company shall have the right in its discretion to establish new job titles or revise existing job titles to maintain efficient operations. The Company will provide to the Union a job description for the new title and the wage rate.

b. If the Union is dissatisfied with the wage rate, it may request negotiations within twenty (20) days of the receipt of the job description.

c. If the Company and Union cannot agree in negotiations, disputes over the wage rate of the new or revised job title may be referred to the grievance and arbitration procedure.

29.5 The Company shall pay the Group Health, Dental and Life Insurance premiums, equal to that amount normally paid for regular full-time employees, for one (1) Company employees of the Union Negotiating Committee for the month prior and the portion of the month up to and including the expiration date of the labor agreement. Additionally, the Company will pay the one (1) Union Negotiating Committee members for up to eight (8) hours per day (maximum forty (40) hours per week) for time spent in negotiations and travel time to and from negotiations.

ARTICLE 30 - CONTRACT LABOR

The Union and the Company acknowledge that the Company has the right to utilize contractors to perform work. However, the utilization of contractor labor shall not lead to the part-timing or layoff of regular employees.

ARTICLE 31 - UNION ACTIVITY AND LEAVE

Section 1. An employee of the Company in the Bargaining Unit who is either elected or appointed officer of the Union will be excused from regular work with the Company or be granted reasonable unpaid leave of absence to attend to business matters pertaining to the Union. The Union recognizes that service requirements as determined by the Company must be taken into account in determining the number of employees to be excused or granted leaves of absence during any one time from the Bargaining Unit. Except where it is impossible because of time or other circumstances, such Union officer, steward, or designated representative shall give his or her supervisor thirty (30) days prior notice of his or her intention to be absent from duty for Union business.

a. Normally no more than a total of one Union officers or designated representative may be granted such leaves of absence at any one time at the request of the Union

b. Additional employees may be excused with concurrence of the Company

c. Employees who are allowed a leave of absence for Union business shall take such leave without prejudice to their job rights and credited service.

Section 2. This article shall not apply to any joint Union-Management meeting.

APPENDIX A - WAGE SCHEDULE

Schedule A

Cable Splicer, Customer Service Tech II, Construction Technician

	Effective on Ratification	**1/31/2027**
Start	18.16	18.70
6 Months	21.49	22.13
12 Months	23.40	24.10
18 Months	25.52	26.29
24 Months	27.83	28.66
30 Months	30.33	31.24
36 Months	33.03	34.02
42 Months	36.03	37.11
48 Months	39.22	40.40

Schedule B

Business Systems Technician, Network Technician

	Effective on Ratification	**1/31/2027**

Start	19.15	19.72
6 Months	22.70	23.38
12 Months	24.75	25.49
18 Months	26.93	27.74
24 Months	29.36	30.24
30 Months	31.97	32.93
36 Months	34.89	35.94
42 Months	38.03	39.17
48 Months	41.41	42.65

Schedule C

Buried Drop Technician, Cable Locator

	Upon Ratification	1/31/2027
Start	16.00	16.48
Year 1	17.80	18.33
Year 2	19.60	20.19
Year 3	21.40	22.04
Year 4	23.20	23.90
Year 5	25.00	25.75

Schedule D

Customer Service Tech I

	Upon Ratification	1/31/2027
Start	$16.90	17.41
6 Months	$18.00	18.54
12 Months	$19.10	19.67
18 Months	$20.20	20.81
24 Months	$21.30	21.94
30 Months	$22.40	23.07
36 Months	$23.50	24.21
42 Months	$24.60	25.34
48 Months	$26.00	26.78

1. For the term of this agreement, the Company may hire employees onto any tier of this schedule based upon the candidate's experience and skill or market condition.

2. Employees employed in a CST I job title will not exceed thirty-five (35%) of the CST II employees covered in this contract. When the number of CST I's exceeds thirty-five (35%) of the total CST II workforce, a CST I will be promoted into a CST II position in accordance with CBA.

3. This wage schedule is subject to annual percentage wage increases. Two years after reaching top wage CST Is will be promoted to CST II and will assume the wage on Schedule A that is closest to and above their CST I rate.

4. CST Is will be given preference on a posted CST II position prior to the Company hiring from outside the bargaining unit.

5. Should a force reduction be necessary, CST I will be laid-off before any CST II in the Bargaining Unit.

6. Should a Bargaining Unit employee be forced to accept a CST I title through the force reduction process; the Bargaining Unit employee entering the CST I title will retain their current CST II pay.

MEMORANDUM OF AGREEMENT REGARDING WAGES

The parties have agreed to the wage schedules set forth above beginning upon ratification of the Collective Bargaining Agreement for the Sugarland employees. As part of that process, the parties have agreed to the following supplemental agreements:

1. Employees whose current pay rate is equal to any step in their current classification shall be placed into that step of progression, effective upon ratification.

2. Employees whose current rate of pay is less than the top rate of pay but not equal to any step in their classification shall be placed onto the progression step that is closest to and above their current rate of pay.

3. Employees whose current rate of pay is above the top step for their classification shall not receive a pay increase until the top step for their classification exceeds their current rate of pay. However, such employees shall receive a lump sum payment 2x per year equal to half of the applicable GWI for that year. These bonuses shall be paid to such employees who are active on January 31 and July 31 during 2027.

4. For the avoidance of doubt, the Parties have agreed on the attached Exhibit to show the current rates of pay and the rates of pay upon ratification.