

AGREEMENT

BETWEEN

**WINDSTREAM PENNSYLVANIA, LLC
(MUNCY AND LANSFORD SERVICE AREA)**

AND

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL UNION NO. 13000**

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Effective

October 1, 2015 through September 30, 2018

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AGREEMENT

BETWEEN

WINDSTREAM PENNSYLVANIA, LLC

(MUNCY AND LANSFORD SERVICE AREAS)

AND

COMMUNICATIONS WORKERS OF AMERICA

THIS AGREEMENT made and entered into this 1st day of October, 2015, by and between Windstream Pennsylvania, LLC, its successors and assigns, a party of the first part, hereinafter referred to as the “Company”, and Communications Workers of America (Local Union 13000), a party of the second part, hereinafter referred to as the “Union”.

ARTICLE 1

Recognition

The Company recognizes the Union as the sole collective bargaining agency for all employees employed by the Company at its facilities located in Muncy, Coalport, and Lansford, Pennsylvania, but excluding all engineers, confidential employees, professional employees, managerial employees, guards, watchmen, and supervisors as defined in the National Labor Relations Act and all other employees. Further, the Company agrees not to bargain collectively with any other organization or individual representative of such organization during the life of this Agreement, and agrees to bargain collectively with the properly constituted and proven representative of the Union on matters affecting its membership.

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

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

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

ARTICLE 2

Definitions

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

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

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

“Temporary job employee” is a person who is engaged to work on a specific project or for a certain period of time and who has been notified by the Company, that such employment is temporary. Temporary employees will not be used to cause the layoff of regular, full-time employees.

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

“Area” shall mean the Muncy Area (including Muncy and Coalport) or the Lansford Area. However, see Articles 29 and 37 relative to administration by area and within the Muncy area.

ARTICLE 3

Union Security

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

The Company agrees to make payroll deductions of Union dues when authorized to do so by the employee on an appropriate payroll deduction authorization. The Company will pay over to the Union any amount so deducted. The Company will remit the amounts so deducted to the Union on a monthly basis. Such remittance will be in the proportions indicated by the Union and to the officials designated by the Union.

Quarterly, the Company will provide the Unit President with a list of all employees in the bargaining unit, along with a designation of the employee’s status, i.e., regular, part-time, temporary or occasional. On a monthly basis, the Company will notify the Unit President of any resignation, retirement, demotion, laterals, or promotion of a bargaining unit employee. The Company will notify the Unit President, in writing, of all new hires upon the applicant’s acceptance of the job.

ARTICLE 4

Non-Discrimination

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

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

ARTICLE 5

Management of the Company

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

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

ARTICLE 6

Grievance Procedure

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

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

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

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

grievance meeting is concluded. Said reply will be given in writing if a written reply is requested. **Any settlement at Step 2 shall not be precedent setting.**

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

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

Any settlement at Step 1 or Step 2 of this Grievance Procedure shall be non-precedent setting.

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

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

ARTICLE 7

Arbitration

If a dispute arises between the Union and the Company that cannot be resolved through the Grievance Procedure, Article 6, such dispute may, at the request of either party, be submitted to arbitration. Notice of a request for arbitration must be served in

writing on the other party and the American Arbitration Association within thirty (30) calendar days from the date of the Company's Step 3 answer on the grievance.

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

The arbitrator shall be selected and the arbitration process shall proceed in accordance with the Rules of the American Arbitration Association.

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

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

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

ARTICLE 8

No Strike

The Union agrees that during the term of this Agreement neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Company agrees that during the same period there

shall be no lockouts. The Company further agrees that no employee covered by this Agreement shall be required to work as a strike-breaker or asked to replace an employee who may be on strike at another location.

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

ARTICLE 9

Wages

1. The rates of pay and progression schedules for regular employees shall be those shown in Exhibit "A", attached hereto and made a part hereof.

2. Pay day is to be every other Friday covering the period ending the previous Saturday.

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

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

5. The Company shall have the right to establish new or changed job classifications and rates for same, and shall notify the **CWA District 2-13 office** of any such change or changes. The said new or changed job classification and/or rate shall be effective for a period of three (3) weeks. The Union shall have the right, within thirty

(30) days from the termination of said three (3) week period, to file an objection to such new or changed job classification and/or rate. If such objection is filed, the parties shall meet to negotiate with respect to such objection. If no such objection is filed within the above time limitation, the Union and all employees shall be barred for the life of this Agreement. If such objection relates to the duties assigned to such new or changed job classification and negotiations fail to resolve such issue, the Union may avail itself to the grievance and arbitration procedures herein (Article 6 and 7) in order to determine if the Company has violated the spirit or intent of this Agreement by establishing such new or changed job classification and assigning thereto the duties in question.

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

7. Upon promotion or transfer to a different job classification, not including transfer under Article 12, the wage treatment shall be as follows:

Situation	Treatment
(a) Upon being promoted (employee in progression at Step, 12 or more months below "top" of present progression schedule).	Employee would assume rate at same "progression point" in higher schedule.
(b) Upon being promoted (employee at top or within 12 months of top in length of progression schedule are the same).	Employee would assume rate 12 months below higher top.
(c) Upon lateral transfer	No change in wage rate or wage review date.
(d) Upon transfer to lower rated job.	Employee would assume progression point in lower schedule consistent with the wage progression credit reflected by the wage rate (monthly interval in higher schedule) that the employee was receiving prior to transfer.
(e) If the implementation of such paragraph (b), above, would not result in an increase in pay upon promotion.	No change in wage rate upon promotion, an employee progresses to the next higher step on his/her new progression schedule (the one resulting in an increase in hourly compensation six months following date of promotion).

ARTICLE 10

Working Hours

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

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

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

4. Employees shall not be required to take time off to compensate for overtime worked. However, there shall be no daily overtime obligations created as a consequence of make-up work in which an employee engages because he/she has missed work earlier in the same work week under the Company's Emergency Time Program, or as a consequence of approved excused time. In this regard, the Company will continue the administration of the existing Emergency Time Program, without change, except as noted below. Additionally, with advanced supervisory approval, and subject to business needs, employees may be excused for short periods to attend to personal matters. In both

of these situations (E-Time and Excused Time), the employee may be permitted by the supervision to make up time lost, within the same work week, subject to the availability of work and practical conditions.

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

6. If an employee is sent out of town on Company business and/or educational programs which make it necessary for said employee to remain overnight, the Company will make arrangements and pay for transportation and lodging (room and tax only). In addition, the employee will be paid a per diem rate of **\$34.00** for each full day the employee is so occupied. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. If an employee is sent out on Company business, which makes it necessary for said employee to travel, he/she shall be paid for reasonable travel time. In case of assignments out of the area of the employee's permanent reporting location which are not overnight assignments, but during which the employee purchases meals, the Company will reimburse the employee as follows: \$8.00 for breakfast, \$10.00 for lunch, and **\$16.00** for dinner. In this regard, the word "area" means Muncy/Lansford, and/or Coalport. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased. No meal allowance will be given for an employee who is working within their normal reporting area, during their normal working hours.

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

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

9. An employee who has worked sixteen (16) or more hours in any twenty-four (24) hour period without having a rest period of at least eight (8) hours during such twenty-four (24) hour period shall upon release, have a rest period of eight (8) hours from the time of his/her release before returning to work. If such a rest period extends into the employee’s next regularly scheduled hours, he/she shall be excused from duty for that portion of his/her scheduled hours which is covered by the rest period without loss of pay. Should an employee be required to report back to work, and before the eight (8) hours has elapsed, he/she shall be paid one and one-half (1½) times his/her regular rate of pay for all hours worked until eight (8) hours from the time his/her rest period began.

10. a. In case an employee works for at least two (2) consecutive hours after and beyond his/her normal quitting time or where an employee is required to work connecting overtime after and beyond his/her normal quitting time, is given a meal break, the Company shall pay such employee a meal allowance of \$ **8.50**. Where further overtime is continuous following such initial meal break, similar treatment shall be accorded at four (4) hour intervals until the employee is relieved from duty.

b. Where an employee is called out on a scheduled work day more than two (2) hours in advance of his or her normal starting time, and works continuously to his or her normal starting time, the Company shall pay such employee a meal allowance of \$8.50.

c. Any employee who is required to work on a non-scheduled day shall be entitled to a meal allowance of \$8.50 for each four (4) full hours of actual work, unless he or she is notified of such non-scheduled work by his/her regularly scheduled quitting time the previous day.

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

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

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

13. Time to eat meals shall not be considered as working time except when for service reasons, an employee is not permitted to leave his/her job for a meal period of at least one-half (½) hour, the meal period shall be included as part of the tour of duty and paid for as time worked.

14. Four Ten Hour Day Work Week

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

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

- a. An employee must be scheduled for a four (4) day week at the beginning of a week and remain on this schedule for the entire week.
- b. All paid or non-paid absence days except holidays and vacation days within a work week in which the employee is scheduled for 4/10 hour days will be treated

as ten hour tours.

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

15. Temporary Cross-over to Another Bargaining Unit

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

notify the **Unit President of the** Union of the loan and the details surrounding such temporary assignment.

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

ARTICLE 11

Seniority

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

- a. Quits for any reason;

- b. Is discharged;
- c. Is laid off for more than one year (time spent in layoff status less than one year does not terminate seniority, but is not counted in its accumulation);
- d. Fails to return from any leave of absence in accordance with the terms of such leave of absence.

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

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

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

ARTICLE 12

Job Posting

1. Job **openings** within the bargaining unit shall be posted on all Company bulletin boards in addition to using the on-line posting tool **located on the Company**

Intranet and by the Company email to all bargaining unit employees for ten (10) days before being filled.

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

3. The Company's policy of offering promotions to its existing employees whenever practical shall be continued. However, if there are no qualified employees for unfilled job openings, management may hire new employees to fill the job or accept external transfers to fill the job.

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

This section does not mean and shall not be interpreted that any employee is entitled to a test period or trial period or on-the-job training before the Company

determines his/her qualifications and ability for a given job sought. On the contrary, it is fully recognized that qualifications and ability determinations are properly made before an employee is selected to fill a given job vacancy in the first instance.

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

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

ARTICLE 13

Incapacitation

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

ARTICLE 14

Vacations

1. The vacation year shall be from January through December 31.
2. Effective January 1, 2006, annual vacations will be granted to regular employees in accordance with the following schedule:
 - a. After the completion of six (6) months seniority from the date of engagement or re-engagement, an employee shall be granted one (1) week vacation. Said vacation may be taken after the completion of the sixth (6th) month and before the end of the vacation year. However, if such date falls between December 1 and December 31, eligibility for vacation time

off will be considered as of December 1.

- b. When an employee has one (1) but less than **five (5)** years seniority he/she shall be granted two (2) weeks vacation. Said vacation may be taken at any time during the vacation year in which his/her first (1st) or subsequent anniversary falls.
- c. When an employee has **five (5)** but less than seventeen (17) years seniority he/she shall be granted three (3) weeks vacation. Said vacation may be taken any time during the vacation year in which his/her **fifth (5th)** or subsequent anniversary falls.
- d. When an employee has seventeen (17) or more years of seniority, he/she shall be granted four (4) weeks vacation. Said vacation may be taken any time during the vacation year in which his/her seventeenth (17th) or subsequent anniversary falls.
- e. When an employee has twenty-five (25) or more years of seniority, he/she shall be granted five (5) weeks vacation. Said vacation may be taken any time during the vacation year in which his/her twenty-fifth (25th) or subsequent anniversary falls.

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

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

In the Muncy work location (not to include Lanford and Coalport) at the time of initial vacation selections; three (3) weeks will be designated as "Prime Weeks" for Network Technicians and Customer Service Technicians. On "Prime Weeks" the number

of employees allowed off will be increased by one (1) above the normal vacation allowance. These "Prime Weeks" will be identified as the first **three (3)** weeks that close for vacation availability and at the time of initial vacation selections, an employee, in seniority order, with available vacation may designate one of those already closed weeks as his/her vacation pick. If Prime week scheduling results in a possibility that the Company will be short of necessary personnel, the Company will notify the Union and the respective employees of the problem, and it will be expected that adjustments will be made to eliminate the problem.

4. Except as set forth in paragraph 5, below, vacations shall cover full calendar weeks and shall not extend beyond December 31, except in those cases where the last week of a calendar year is scheduled as vacation and such work week overlaps into the following year and in those cases where a vacation is canceled by the Company due to work assignments later in the year or an employee may elect to carry over a maximum of two (2) weeks vacation into the next calendar year, said two (2) weeks vacation to be taken before the end of February of that year. When, in management's judgment, it becomes necessary to cancel all or part of an employee's vacation in order to meet the needs of the business, which cannot be reasonably deferred, that part of the vacation canceled shall be rescheduled. If it cannot be completed during the calendar year in which the vacation was originally scheduled, the employee shall have the option to receive vacation pay in lieu of time off or, if the Company consents, to reschedule the vacation before February of the following year. In either event the employee shall not lose the vacation or the pay for the canceled week. Only one (1) week per employee per year can be canceled except for severe acts of nature or unless the employee volunteers to cancel additional vacation. In either selection, the employee will not suffer loss of security deposits, advanced reservation payments or other penalties.

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

Upon eight (8) calendar days advance notice, single vacation days prior to the employee’s “reserved” week(s) may then be granted to the employee on the basis of the earliest request, subject to service and work requirements as determined by the Company. In extraordinary circumstances, at the sole discretion of the supervisor, an employee may be granted the use of a “reserved” vacation day upon as little as one (1) day advance request, but that this shall be restricted to unique and unusual circumstances and that denials are not grievable. When requesting single vacation day(s), the employee must identify the reserve day(s) the employee is releasing.

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

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

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

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

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

Employees who have completed seventeen (17) years seniority – one (1) additional week

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

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

7. All regular and full-time and part-time employees are eligible for paid vacation based on their length of service. Employees must work the first two (2) weeks of the calendar year (or at least two (2) weeks after returning from a leave of absence) in order to be eligible for vacation. Vacation pay is computed on the employee's base rate of pay (excluding pay differentials) at the time the vacation is taken.

8. An employee who resigns and provides the Company with two (2) or more weeks notice (ten (10) days of work, not to include time off) shall be paid the unused portion of $1/12^{\text{th}}$ his/her vacation eligibility for the calendar year of resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this pro rata policy shall be made for those employees who officially retire from the Company or are laid off due to the elimination (by the Company) of the employee's job. In those situations, the retiree or laid off employee shall be paid the entirety of the unused portion of his/her vacation for the calendar year. Employees who do not give the required notice or fail to work out their notice, or are terminated for proper cause will not

be paid for any portion of unused vacation. Employees who at date of resignation or termination have used more vacation than the pro rata calculation allows, will be required to reimburse the Company any excess amount or have the amount owed taken from their last pay check.

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

- a. The absence must be due to reasons beyond the employee's control such as illness or accident.
- b. As much of the unexpended vacation as possible must be rescheduled in the calendar year.
- c. The unexpended vacation must be completed by March 1 of the next calendar year.
- d. No payment in lieu of vacation will be made if not taken.

10. An employee who is laid off will be granted vacation pay allowance for all unused vacation.

11. Vacation shall be scheduled as follows:

- a. After completion of the yearly vacation selection process, the shift schedule for stand-by, Saturday, Sunday, and late shift will be created and posted. There will be no holiday schedule posted at the beginning of the year. Instead, thirty days before the holiday, the Company will ask for volunteers. If fewer than sufficient volunteers come forward, the least senior technician(s) in the respective classification will work the first holiday where there are insufficient volunteers. Should subsequent holidays produce insufficient volunteers, the next least senior technicians will work, and so-on throughout the year.
- b. Technicians will have a one-month (30 days) period or window of opportunity after the posting of the vacation and shift schedules to submit written requests to be considered for a specific day(s) to take vacation/optional holiday should that day(s) become available during the calendar year.

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

ARTICLE 15

Holidays

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

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

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

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

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

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

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

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

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

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

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

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

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

9. An employee will be permitted to take one (1) of his/her optional holidays on his birthday if he/she notifies the Company of his/her desire to do so at the time of annual vacation selection.

10. Up to fifty percent (50%) of the employees in each job title classification in the Muncy Service Area may take one (1) of their optional holidays on Veterans Day.

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

In the event it becomes necessary, because of the needs of the business, to continue to utilize an employee past the first four (4) hours on Christmas Eve, or past the

first six (6) hours on New Year's Eve, pay for these additional hours will be administered as follows:

- a. Straight time up to a total of eight (8) hours for the day. (This is in addition to the excused/straight time already being granted.)
- b. Any time worked over the eight (8) hours will be paid at one and one-half (1 ½) times the straight time rate.

ARTICLE 16

Excused Time

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

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

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

ARTICLE 17

Sickness and Accident

1. All regular employees of the Company, after a period of one (1) year, will be qualified to receive payments under these regulations covering physical disability and sickness. Such payments shall terminate when the disability or sickness ceases and in no way extend beyond the periods hereinafter provided.

2. All employees of the Company shall be qualified to receive payments, on account of physical disability to work by reason of accidental injury, arising out of and in

the course of employment by the Company, as prescribed under the Workmen's Compensation Laws of the Commonwealth of Pennsylvania.

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

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

Incidental absence as referred to herein shall be understood to mean absence on scheduled working days in the normal work week occurring within a period of seven (7) consecutive calendar days or less beginning with the first day of absence. If the employee has sufficient seniority to qualify for incidental absence pay on the day on which a holiday falls, he/she will be paid incidental absence pay (not holiday pay) for that day. This arrangement is irrelevant to any issue of attendance inadequacy. Provided, however, that disability benefits will begin on the first working day of absence for any employee entitled to benefits who is absent by reason of an on the job injury arising out of and in the course of his/her employment with the Company. Provided, further, that if any employee has received benefits for any period and is again absent on account of the same sickness or disability within two (2) weeks after the termination of such period, any benefits on account of further sickness or disability shall begin on the first day of absence instead of the third.

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

If seniority is one (1) to five (5) years: Four (4) weeks full pay; six (6) weeks half pay.

If seniority is five (5) to ten (10) years: Eight (8) weeks full pay; twelve (12) weeks half pay.

If seniority is ten (10) to fifteen (15) years: Seventeen (17) weeks full pay; thirty (30) weeks half pay.

If seniority is fifteen (15) to twenty (20) years: Twenty-three (23) weeks full pay; twenty-nine (29) weeks half pay.

If seniority is twenty (20) to twenty-five (25) years: Twenty-nine (29) weeks full pay; twenty-three (23) weeks half pay.

If seniority is twenty-five (25) years: Forty-seven (47) weeks full pay; five (5) weeks half pay.

5. Successive periods of sickness or disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness or disability occurring after an employee has been consecutively engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. Notwithstanding this provision, any employee with less than eight (8) years of seniority shall suffer a waiting period on each occasion of absence.

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

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

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

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

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

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

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

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

12. Any employee who is injured or ill on a recognized holiday and who would otherwise be entitled to disability benefits under this Article on such date

(assuming it was not a holiday), shall be entitled to receive such disability benefits and shall not be paid holiday pay.

ARTICLE 18

Union Responsibility

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

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

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

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

ARTICLE 19

Discharge, Demotions and Suspensions

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 six (6) months from the date of employment and are subject to discharge at the discretion of management. Any such discharge of a probationary employee shall not be subject to the arbitration provisions of this Agreement, except as otherwise provided in this Agreement.

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

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

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

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

ARTICLE 20

Union Activity

1. Employees may be excused, without pay, for up to thirty (30) calendar days in any calendar year, to conduct Union business.
2. Union representatives in the employment of the Company [not to exceed two (2)] shall suffer no loss of regular pay in joint meetings held between management

representatives and Union representatives for the purpose of settling disputes or other matters of mutual concern.

3. The number of employee representatives on the Bargaining Committee [not to exceed two (2)] shall suffer no loss in regular pay for necessary time consumed in collective bargaining with the Company.

ARTICLE 21

Bulletin Board

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

ARTICLE 22

Call-Out and Stand-By Provisions

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

one-half (½) hour, maximum. The fact that there may be an employee assigned to stand-by does not relieve other employees from being subject to call-out.

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

a. Stand-by will be rotated weekly within the affected group among qualified employees. (All current employees are qualified within their respective group, and the Company will make reasonable effort to qualify new employees within a group as soon as possible.)

b. Employees shall make themselves available for contact by the Company and must respond to the call and must be available for work within (30) minutes.

c. Employees assigned stand-by will receive one (1) hour straight time pay per day, Monday through Friday, and two (2) hours straight time pay Saturday, Sunday, and Company designated holidays.

d. If work is performed, the employee shall receive the applicable call-out payment described in paragraph 1 above, in addition to the stand-by payment.

e. Assignment of stand-by periods (i.e., the hours, days, and employee groups so assigned) will be at the discretion of the Company. This practice does not supersede normal call-out procedures if additional employees are required to work

f. Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.

g. The Company will make a reasonable attempt to schedule stand-by assignments with employee vacation periods in mind. If stand-by assignments conflict with the employee's personal calendar, he/she will be afforded the opportunity to trade days or weeks with supervisory approval. (Approval will not be unreasonably denied

where the employee(s) is qualified.) Solicitation of the trade will be the responsibility of the employee.

h. Stand-by periods will normally cover the time from the end of the employee's regular tour to the beginning of the next scheduled tour.

i. Day means from 8:00 a.m. on the day the Stand-By assignment begins until 7:59 a.m. the following day.

j. In Lansford and Coalport, the Company will not implement stand-by without the agreement of the Union.

k. Employees on stand-by may take their vehicles home during their period of stand-by duty.

l. Employees on stand-by may be used to supplement the workforce when the Company has been unsuccessful in reaching other employees to handle any increase in workload.

ARTICLE 23

Bereavement

Employees with three (3) months or more seniority shall be granted a maximum of three (3) days paid time off for absence by reason of death in the immediate family. Paid time off shall be based upon the hourly rate for scheduled hours lost. The employee may select any three (3) work days between and including the day death occurs and the day following the burial. The immediate family shall be considered as the father, mother, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, grandparents of the employee's spouse, grandchildren, stepparent, stepchild, stepbrother, stepsister, son-in-law, daughter-in-law, and other members of the employee's immediate household. In case of the death of an employee's aunt, uncle, brother-in-law, or sister-in-

law, such employee shall be entitled to one (1) day off with pay (day of funeral) for purposes of attending the funeral. If an employee is entitled to paid time off under this Article and such time falls on a holiday or during the employee's vacation, the employee will be permitted to reschedule the holiday or that portion of his/her vacation which was concurrent with the time off he/she was entitled under this Article.

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

ARTICLE 24

Jury and Witness Pay

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

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

ARTICLE 25

Retirement Plan

Prior to the execution of this Agreement, the Company was maintaining the Windstream Corporation Pension Plan, as explained to the Union. The Company agrees to continue maintenance of this program or its equivalent for the effective period of this

Agreement, on the same basis. The Union and the employees recognize and agree that the operation and maintenance of said program is solely and exclusively within the control of the Company and that the Company may change, alter, replace, or review said program so long as the existing rights of employees are not impaired or reduced.

ARTICLE 26

Group Insurance

During the remainder of 2015, benefit plans and cost sharing arrangements will remain the same as have been in place since January 1, 2015. For the remaining term of this Agreement, the Company will maintain and make available to bargaining unit employees the healthcare plans consisting of medical benefits, dental benefits, life insurance and accidental death and dismemberment benefits, vision, prescription drug benefits, and long-term disability benefits bargained during negotiations leading to this agreement, or benefits equivalent in the aggregate thereto, including the Healthy Returns Program for those who qualify for a payment thereunder, the smoker's surcharge and the spousal surcharge. The spousal surcharge and smoker's surcharge shall be \$100 per month and \$50 per month respectively through the expiration of the agreement.

In addition the Company will make available and maintain the Select PPO as described in bargaining.

Medical cost sharing for the Select PPO shall be as bargained for during negotiations, as follows:

- **For 2016 the Company's contributions shall be 70% of the total 2016 gross premium, and the Employee shall pay 30% of the gross premium.**

- **For 2017 and 2018 the Company's contributions shall be 65% of the total 2017 and 2018 gross premiums, and the Employee shall pay 35% of the gross premiums.**

The costs of all other plans (high deductible health plans, dental, life, vision, and LTD) shall be the same as those applicable to non-bargaining personnel in each respective year.

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

In the event that the current medical plan design is noncompliant with ACA requirements, Windstream will make adjustments to ensure full compliance. In addition, Windstream will make any adjustments to the plan that Windstream deems necessary to ensure that Windstream will not be directly or indirectly liable for the excise tax on high-cost health coverage under Section 4980I of the Internal Revenue Code.

ARTICLE 27

Contracted Work

1. Work done by contractors shall in no way result in the laying off, part-timing, or demotion of an employee regularly doing essentially the same type and character of work as that being performed by the contractor. The Company will notify the Unit President when contractor's employees are going to be on the property. Such

notice will identify the contractor, the approximate number of contractor employees involved, and the general type of work to be performed. It is understood that the transfer of work or functions to other Company locations and/or other Windstream Companies is not covered by this provision and not restricted.

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

ARTICLE 28

Supervisory Work

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

ARTICLE 29

Layoff

1. If it becomes necessary in the judgment of the Company to lay off regular employees, they will be laid off in the inverse order of seniority.

2. Before instituting any program for the reduction of work time, the Company will give the Union thirty (30) days notice of such intention.

3. The Company will consult with the Union regarding the method of effecting the reduction in work time, and will give consideration to the recommendations of the Union before arriving at a final decision as to the method to be pursued.

4. In the event of layoffs, the Company will, before laying off an employee, discuss with the Union the seniority and qualifications of other employees in the

department who might fill vacancies. Any employee who would otherwise be laid off shall have a right to claim a job in another classification, provided, (a) that he/she can perform the work satisfactorily after a reasonable amount of training; (b) that the job he/she claims is in the same or lower rated (pay) classification; and (c) that the job he/she claims is held by a less senior employee.

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

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

7. In rehiring after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees are laid off (a) provided, however, that the employee is qualified in the judgment of the Company to perform the available work at the time the offer of employment is made and (b) provided, also, that the period of layoff does not exceed one (1) year.

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

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

his/her acceptance within two (2) weeks from the date of the notice by the Company shall be deemed to have terminated his/her service with the Company.

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

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

For an employee, who has been laid off, the layoff allowance in the case of subsequent layoff(s) is based upon the number of weeks of layoff allowance to which the employee was entitled according to his/her seniority at the time of the previous layoff minus the number of weeks of layoff allowance paid on a previous layoff(s). The deductible is not applicable after five (5) continuous years of reinstatement.

11. Any reductions in force at either Muncy, Lansford, or Coalport shall be conducted independent of one another. Specifically, excess force, if any, will be identified at either Muncy, Lansford, or Coalport, respectively, and layoff will be at the location where the excess force exists. Employees subject to layoff shall not be permitted to exercise bumping rights to the other area (i.e., Muncy to Coalport or Coalport to Muncy). However, qualified employees who are laid off will be considered for vacancies which exist in the other locations, if such vacancies have not been filled by an employee permanently assigned to such area.

ARTICLE 30

Inclement Weather

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

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

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

ARTICLE 31

Safety

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

ARTICLE 32

Tools

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

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

ARTICLE 33

Leave of Absence

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

2. Leave of absence time is not paid.

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

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

a. Military (as required by statute).

- b. Family and Medical Leave – As required by the Family and Medical Leave Act of 1993, and in accordance with the terms thereof.
- c. Disability – Any regular employee who exhausts all benefits to which he/she is entitled under Article 17, but who remains disabled, shall, upon written request prior to having exhausted such benefits, be entitled to a departmental leave of absence-disability up to thirty (30) days and if necessary and supported by medical commentary acceptable to the Company, a formal leave of absence-disability. Such formal leave of absence-disability may extend for the period of a disability, up to a maximum of one hundred fifty-five (155) days. Departmental leaves of absence-disability may be approved by the department head of the employee's department and Human Resources Department. Formal leave of absence-disability must be approved by the Company manager and Human Resources Department.

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

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

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

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

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

ARTICLE 34

Regular, Part-Time Employee-Computation

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

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

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

*In all instances the provisions of the Windstream Corporation Pension Plan shall dictate with regard to any question of participation credit, or benefits therein and thereunder.

ARTICLE 35

Temporary and Occasional Employees

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

ARTICLE 36

Personnel Records

An employee shall receive a copy of any entry of a written reprimand into his/her personnel file and the Unit 103 secretary shall receive a copy of such entries.

Personnel records shall be purged of disciplinary entries thirty-six (36) months after the date of entry if no other entry of a same or similar nature has been entered, unless the disciplinary action relates to conduct that triggers a statutory obligation of the Company, a violation of the Company's Violence in the Workplace Policy, the Company's applicable Ethics Policy, or violates Title VII of the Civil Rights Act.

ARTICLE 37

Schedule of Tours

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

ARTICLE 38

Consolidation of Contracts

This Agreement has resulted from the combination of two previously separate bargaining units and two previously separate collective bargaining agreements. Specifically, the Company's Muncy and Lansford Service Areas are now covered by this Agreement. However, where the word "area" appears in this Article it shall refer to Muncy, Coalport, and Lansford locations.

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

1. Each employee has a permanent reporting area.
2. There shall be no movement of personnel between areas on a permanent basis, except as provided below. (This shall not prevent job assignments from one area to another, without limitation. In such cases of temporary job assignments, the employee will report to his/her regular area in the morning and back in the evening, with travel time between areas being paid time, or the employee will be reimbursed per the contract for board and lodging expense while assigned out of the area.)
3. If a vacancy exists in one area that has not been filled through the promotional process from within the area, employees from the other area will be permitted to bid on the vacancy.
4. Where the Company consolidates a group, department, or function from one area to the other and that consolidation has the effect of creating additional jobs (in

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

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

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

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

ARTICLE 39

Conclusion

All of the terms of this Agreement shall become effective at 12:01 a.m., October 1, 2012, unless otherwise provided in the Agreement, and shall continue in effect thereafter

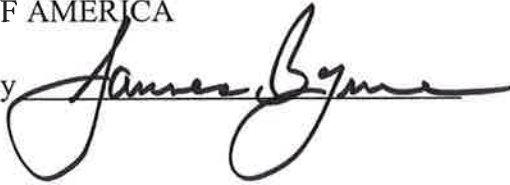
until midnight, September 30, 2015. Either party may on or before sixty (60) days prior to September 30, 2015, give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of a new Agreement on wages, rates of pay, hours of work, and other conditions of employment.

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

THIS AGREEMENT is entered into this 1st day of October, **2015**.

COMMUNICATIONS WORKERS
OF AMERICA

By



WINDSTREAM PENNSYLVANIA, LLC
(MUNCY/LANSFORD SERVICE AREAS)

By



EXHIBIT A

Muncy/Lansford Service Areas
Hourly Wage Schedule 1

Network Technician

	Current	Effective 10/1/2015	Effective 10/1/2016	Effective 10/1/2017
Start	18.85	19.23	19.61	20.00
End of 6 Months	20.06	20.46	20.87	21.29
End of 12 Months	21.38	21.81	22.25	22.70
End of 24 Months	22.76	23.22	23.68	24.15
End of 36 Months	24.25	24.74	25.24	25.75
End of 48 Months	25.81	26.33	26.86	27.39
End of 60 Months	27.50	28.05	28.61	29.18
End of 72 Months	29.58	30.17	30.77	31.39

EXHIBIT A

Muncy/Lansford Service Areas
Hourly Wage Schedule 2

Cable Technician
Customer Service Technicians

	Current	Effective 10/1/2015	Effective 10/1/2016	Effective 10/1/2017
Start	18.85	19.23	19.61	20.00
End of 6 Months	20.06	20.46	20.87	21.29
End of 12 Months	21.38	21.81	22.24	22.69
End of 24 Months	22.76	23.22	23.68	24.15
End of 36 Months	24.25	24.74	25.23	25.73
End of 48 Months	25.81	26.33	26.85	27.39
End of 60 Months	27.5	28.05	28.61	29.18
End of 72 Months	29.58	30.17	30.78	31.39

EXHIBIT A

Muncy/Lansford Service Areas
Hourly Wage Schedule 3

Facility Assigner/Utility Person

	Current	Effective 10/1/2015	Effective 10/1/2016	Effective 10/1/2017
Start	13.50	13.77	14.05	14.33
End of 6 Months	14.40	14.69	14.98	15.28
End of 12 Months	15.32	15.63	15.94	16.26
End of 24 Months	16.36	16.69	17.02	17.36
End of 36 Months	17.56	17.91	18.27	18.63
End of 48 Months	19.46	19.85	20.25	20.65

EXHIBIT B

Muncy/Lansford/Coalport Service Area
Technician Listing by Job Titles
Revised October 2015

Muncy

Network Tech

Oden, Garry
Kern, Chris
Quick, Vince

Cable Tech

Molony, James

Customer Service Tech

Avery, Greg

Poorman, Robert
Wilt, Tom

Lansford

Network Tech

Tucker, John

Cable Tech

Customer Service Tech

Watkins, James

Coalport

Network Tech

Jasper, Daniel

Cable Tech

Varner, Carl
Mazenko, Brian

Customer Service Tech

EXHIBIT C

Windstream Pennsylvania, LLC
Muncy and Lansford Service Areas

And

Communications Workers of America

Article 29 – Layoff

Should the following employees be subject to a force reduction, they will be eligible for the following weeks of pay (forty (40) hours of straight time rate) disregarding the severance allowance amount described in Article 29, but subject to the other provisions of that Article.

<u>Name</u>	<u>Weeks of Pay</u>
William Kerstetter	32
Garry Oden	30
Thomas Wilt	29
Michael Bayley	29
Vincent Quick, Jr.	29

EXHIBIT D

Windstream Pennsylvania, LLC,
Muncy and Lansford Service Areas

And

Communications Workers of America
Local Union 13000

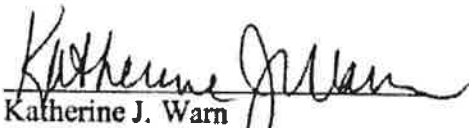
Memorandum of Agreement
Evolving Technologies

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

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

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

Windstream Pennsylvania, LLC.


Katherine J. Warn
Director - Labor Relations

Communications Workers of America
Local 13000



Marge Krueger
CWA Administrative Director

EXHIBIT E

**Windstream Pennsylvania, LLC,
Muncy and Lansford Service Areas**

And

Communications Workers of America

**Letter of Understanding
Sales Incentive Programs**

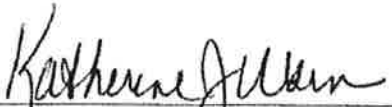
The Company may develop and implement sales incentive programs and recognition programs which will provide employees the opportunity to earn merchandise, cash, meals, recognition and other awards of value based on individual and/or collective (e.g. team) performance in achieving standards developed and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

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

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

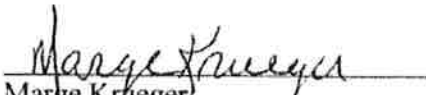
Notification of corporate programs will be sent in writing to the CWA Representative prior to any initiation or discontinuation of the programs, if applicable.

Windstream Pennsylvania, LLC.



Katherine J. Warn
Director – Labor Relations

**Communications Workers of America
Local 13000**



Marge Krieger
CWA Administrative Director

Windstream Communications
50 Executive Parkway
Hudson, OH 44236-1676

Katherine J. Warn
Director, Labor Relations
t: 330.650.7456



October 1, 2010

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

Re: Windstream Pennsylvania, LLC. - Muncy and Lansford Service Area

Dear Charles:

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

1. The Union has agreed that prior to bargaining in 2012, they will provide a listing of employees that will be participating in bargaining for a new contract. Should the Company determine that based on the number of individuals listed separate bargaining sessions for each contract is required, the Company will notify the Union as soon as possible.
2. The Company agrees to supply bulletin boards for the Union's use, however, the Union and Company have agreed that if material posted is objectionable, the Company will notify the Union Representative of such material to be removed.
3. The Company and Union agrees to eliminate the Note on Exhibit A Wage Schedules 1 – 3 and the Company has also agreed to keep job groups separated for tour selection during the term of this contract.

Also reflected are certain understandings reached in previous bargaining sessions:

1. **Blood Drives** – The Company and the Union will meet on an annual basis to discuss the feasibility of conducting blood drives with the American Red Cross at Company locations.
2. **GPS** – As identified in Article VI, Management of the Company, the Company can use improved methods or equipment, such as GPS. As with any other issue or concern, the Company can discharge for proper cause and must meet the provisions for just cause. The Company is in agreement that all employees will be notified of the use of the GPS prior to implementation and will be coached when and where appropriate, using progressive discipline.



3. **Training for Jobs of the Future** – The Company is committed to providing training for our technicians. The CWA NETT courses, which meet Windstream Educational Assistance Program, can be taken if the courses meet certification requirements. In addition the Company will agree to provide an additional \$1,000 for training that is directly related to our Company products and services through the terms of the Educational Assistance Program.
4. **Safety** – The Company is currently evaluating the parameters of the Safety Certification Program as presented to the Company for future cost savings. The Company is committed to re-establishing the safety committees on a statewide basis and for future certification if applicable.
5. The Company will be responsible for providing contracts and the costs associated with the printing of the new Collective Bargaining Agreement. In addition, the Company will provide the Union a soft copy of the final contract in Microsoft Word.
6. Delete non-populated job classification of Facility Assigner/Utility Person. If the position returns, they shall be covered by the Collective Bargaining Agreement.

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

Sincerely,

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

Katherine J. Warn

cc: P. Remy
M. Hayden
M. Fetterolf
D. Currie

APPROVED:

A handwritten signature in black ink, appearing to read "Charles P. Burns".

Charles P. Burns
Communications Workers of America

Windstream Communications
50 Executive Parkway
Hudson, OH 44236-1676

Katherine J. Warn
Director, Labor Relations
t: 330.650.7456



October 1, 2010

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

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

Dear Jeff:

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

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

Sincerely,

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

Katherine J. Warn

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

APPROVED:

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

Jeff C. Reamer
Communications Workers of America – Local 13000

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

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

September 29, 2012



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

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

Dear Marge:

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

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

Sincerely,

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

Bruce Hurlbut

APPROVED:

A handwritten signature in blue ink, appearing to read "Marge Krueger", with a horizontal line extending to the right.

Marge Krueger
Communications Workers of America-Local 13000



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

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

October 1, 2015

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

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

Dear James:

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

Interchanging of Job Duties

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce Hurlbut", with a long horizontal flourish extending to the right.

Bruce Hurlbut

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

A handwritten signature in black ink, appearing to read "James Byrne", with a long horizontal flourish extending to the right.
James Byrne, Assistant to the Vice
President CWA District 2-13



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

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

October 1, 2015

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

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

Dear James:

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

Contract Books

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

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

Sincerely,

A blue ink signature of Bruce Hurlbut, written in a cursive style, with a long horizontal flourish extending to the right.

Bruce Hurlbut

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

A black ink signature of James Byrne, written in a cursive style, with a horizontal line underneath the signature.

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



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

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

October 1, 2015

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

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

Dear James:

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

Safety

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

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

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

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

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


Sincerely,



Bruce Hurlbut

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:



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



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

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

October 1, 2015

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

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

Dear James:

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

Scheduling of Tours

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce Hurlbut", with a long horizontal flourish extending to the right.

Bruce Hurlbut

cc: Marge Krueger
Jeff Remer
Anthony Melcher

APPROVED:

A handwritten signature in black ink, appearing to read "James Byrne", with a long horizontal flourish extending to the right.

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