

## Windstream Tentative Agreement Summary

The following is a summary of the changes that will be implemented upon ratification of this agreement between Windstream and CWA Local 13000 Unit 103.

### ➤ Term

Valid from contract ratification through September 30<sup>th</sup>, 2021.

### ➤ Wage Increase

- 2.0% retroactive to October 1, 2018
- 2.0% effective October 1, 2019
- 2.0% effective October 1, 2020

### ➤ New Schedule Change Language

Alterations to the schedule due to personnel changes shall be made on a quarterly basis.

### ➤ Improved Bereavement Language

Members in the Kittanning/Murrysville and Muncy/Lansford CBAs will no longer have to work three (3) months to qualify for bereavement leave. This benefit will now be available to new members in these groups from their 1<sup>st</sup> day.

### ➤ Inclement Weather Language

In an effort to get the Inclement Language provision in all 4 CBAs the same, the following language will be added to the Brookville-Knox-Enon Valley and Ridgway CBAs:

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.

### ➤ Discharge, Demotions and Suspensions

The following language has been added to the Brookville-Knox-Enon Valley CBA in Article 19:

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 from being taken without a meeting for such purposes.

Additionally, the probationary period defined in Article 19 of the Ridgway CBA will be changed from 9 months to 6 months.

## ➤ Recall Rights

Layoff recall rights will be 2 years in each CBA

## ➤ 1/2 Day Vacations

Bargaining Unit employees will be able to split one vacation day into 2 half day vacations each year.

## ➤ Short Notice Schedule Changes

The following language will be removed from the Kittanning CBA in Article 10 Section 9:

a.] When less than twenty-four (24) hour notice before the start of work on a change daily tour is given to an employee, the employee will work and be compensated for the hours worked ~~outside the originally scheduled tour~~, at one and one-half (1 ½) times his basic hourly rate.

This language was stricken from the other CBAs in previous rounds of bargaining.

## ➤ Vacation

Section 2. Following initial date of hire, new hires will receive vacation on the following schedule:

- a. New Employees
  - 1) If an employee is hired from January 1 until June 30, the employee shall receive one (1) week of vacation in the month in which the six (6) month anniversary occurs, one (1) week of vacation on January 1 of the year after they are hired and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.
  - 2) If an employee is hired from July 1 until December 31, the employee shall receive one (1) week of vacation in the month in which the six (6) month anniversary occurs and an additional week of vacation in the month in which the twelve (12) month anniversary occurs.
- b. Two (2) weeks or ten (10) workdays – Begins the calendar year following the twelve (12) month anniversary.
- c. Three (3) weeks or fifteen (15) workdays – Begins with the calendar year of the employee's fifth (5<sup>th</sup>) service anniversary.
- d. Four (4) weeks or twenty (20) workdays – Begins with the calendar year of the employee's **fourteenth (14<sup>th</sup>)** service anniversary.
- e. Five (5) weeks or twenty-five (25) workdays – Begins with the calendar year of the employee's twenty-fifth (25<sup>th</sup>) service anniversary.

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

## ➤ Improved Meal Allowances

The following meal allowance improvements were negotiated:

- **Modify Brookville-Knox-Enon Valley Service Area and Ridgway Service Area CBA's Article 14 Section 4 as follows:**

Section 4. Employees will be furnished meals on emergency assignments if called out within one (1) hour after their normal scheduled quitting time or are required to work for a minimum of two (2) hours straight through after their normal scheduled quitting time. The Company shall pay such employee a meal allowance of ~~\$9.00~~ **10.00**.

Where an employee is called out on a scheduled work day or a non-scheduled day more than one (1) hour in advance of his/her normal starting time, and works continuously to his/her normal starting time, the Company shall pay such employee a meal allowance of ~~\$8.50~~ **9.50**. Time to eat meals shall not be considered as working time, except as described in the following paragraph.

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.

- **Modify Muncy and Lansford Service Area CBA Article 10 Section 10 as follows:**

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~~ **10.00**. Where further overtime is continuous following such initial meal break, similar treatment shall be accorded at four (4) hour intervals until the employee is relieved from duty.

b. Where an employee is called out on a scheduled work day more than two (2) hours in advance of his or her normal starting time, and works continuously to his or her normal starting time, the Company shall pay such employee a meal allowance of ~~\$8.50~~ **9.50**.

c. Any employee who is required to work on a non-scheduled day shall be entitled to a meal allowance of ~~\$8.50~~ **9.50** for each four (4) full hours of actual work, unless he or she is notified of such non-scheduled work by his/her regularly scheduled quitting time the previous day.

- **Modify Kittanning/Murrysville Service Area CBA Article 10 Section 7 as follows:**

- a. In case an employee works for at least two (2) consecutive hours after and beyond his or her normal quitting time or where an employee is required to work connecting overtime after and beyond his normal quitting time, is given a meal break, and is required to report back to work immediately after such meal break, the Company shall pay such employee a meal allowance of ~~\$8.50~~ **10.00**. Where further overtime is continuous following such initial meal break, similar treatment shall be accorded at four (4) hour intervals until the employee is relieved from duty.
- b. Where an employee is called out on a scheduled work day more than two (2) hours in advance of his or her normal starting time, and works continuously to his or her normal starting time, the Company shall pay such employee a meal allowance of ~~\$8.50~~ **9.50**.
- c. Any employee who is required to work on a non-scheduled day shall be entitled to a meal allowance of ~~\$8.50~~ **9.50** for each four (4) full hours of actual work, unless he or she is notified of such non-scheduled work by his/her regularly scheduled quitting time the preceding day.
- d. Time to eat meals shall not be considered as working time except when, for service reasons, an employee is not permitted to leave his/her job for a meal period of at least one-half (½) hour, the meal period shall be included as part of the tour of duty and paid for as time worked.

➤ **Per Diems**

The following per diem improvements were negotiated:

- **Modify Kittanning/Murrysville Article 10, Section 8, as follows:**

8. Where an employee is sent out of town to school or is assigned out of his/her permanent reporting area requiring an overnight stay, the Company will pay the employee a per diem (~~\$34.00~~) **(\$36.00)** for each full day away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. This per diem shall cover all expenses other than lodging (room and tax only) and transportation to and from the school (from Company), which shall be provided by the Company. In the case of assignments out of the area of the employee's permanent reporting location which are not overnight assignments, but during which the employee purchases meals, the Company shall reimburse the employee as follows: ~~\$8.00~~ **\$8.50** for breakfast, ~~\$10.00~~ **\$10.50** for lunch, and ~~\$16.00~~ **\$17.00** for dinner. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased.

- **Modify Brookville-Knox-Enon Valley Article 29, Section 1, as follows:**

Section 1. When an employee is required to remain away from his/her reporting location overnight, the Company will pay for lodging (room and tax only). In such instances, the Company will pay the employee ~~\$34.00~~ **\$36.00** per day for each full day the employee is required to remain away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will

be subject to all applicable taxes. This per diem shall be used to cover any and all expenses of the employee, except lodging. Transportation to and from Company sponsored schools shall be provided by the Company.

When an employee is assigned to be away overnight, the Company will continue its practice of paying for a reasonable number of long distance calls to the employee's home while he/she is away. It is expected that the length of such calls will be reasonable.

All assignments out of the area of the employee's permanent reporting location which are not overnight shall be handled on a per meal basis, with the respective meal amounts being ~~\$8.00~~ **\$8.50** (breakfast), ~~\$10.00~~ **\$10.50** (lunch), and ~~\$16.00~~ **\$17.00** (dinner). Reimbursement will not occur if the Company provides the meal. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased. When meals or meal allowance (per diem) is provided under this Article, the meal allowance provided in Article 14, Section 4, does not apply.

- **Modify Muncy and Lansford Article 10, Section 6, as follows:**

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~~ **\$36.00** 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~~ **\$8.50** for breakfast, ~~\$10.00~~ **\$10.50** for lunch, and ~~\$16.00~~ **\$17.00** 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.

- **Modify Ridgway, Article 29, Section 1, as follows:**

Section 1. When an employee is required to remain away from his/her reporting location overnight, the Company will pay for lodging (room and tax only). In such instances, the Company will pay the employee ~~\$34.00~~ **\$36.00** per day for each full day the employee is required to remain away overnight. Meal(s) provided on date of return will be non-taxable. All other meal allowances provided by the Company will be processed through the payroll system and will be subject to all applicable taxes. This per diem shall be used to cover any and all expenses of the employee, except lodging. Transportation to and from Company sponsored schools shall be provided by the Company.

When an employee is assigned to be away overnight, the Company will continue its practice of paying for a reasonable number of long distance calls to the employee's home while he/she is away. It is expected that the length of such calls will be reasonable.

All assignments out of the area of the employee's permanent reporting location which are not overnight shall be handled on a per meal basis, with the respective amounts being \$8.00 \$8.50 (breakfast) if the employee begins the tour outside permanent reporting; \$10.00 \$10.50 (lunch) if meal is purchased while employee is working outside permanent reporting area; and \$16.00 \$17.00 (dinner) if tour ends outside permanent working area. Reimbursement will not occur if the Company provides the meal. Requests for meal reimbursement shall be submitted within thirty (30) days of the date the meal was purchased. When meals or meal allowance (per diem) is provided under this Article, the meal allowance provided in Article 14, Section 4, does not apply.

## **Health Care**

The PPO option will remain for current Members of the Bargaining Unit and the following language will be applied to all CBAs: Local 13000 bargaining unit members will be excluded from biometric screening surcharge.

### Group Insurance

**For the year 2018, 2019, and 2020** the PPO benefit plan and cost sharing arrangements will remain the same as have been in place since January 1, 2018 for all employees hired prior to **January 1, 2019** (including the smoker's surcharge of \$50 per month and spousal surcharge of \$100 month). For such employees, the PPO plan design shall remain the same for 2019, 2020 and 2021. Such employees shall be responsible for premiums as follows:

- In 2021, such employees shall pay the 2020 premium plus 45% of the total premium increases for the year 2021.

All employees hired on or after January 1, 2019 shall only be eligible for the same benefits on the same terms and conditions with the same premium contributions as non-bargaining employees.

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.

## **➤ Temporary Crossover Language Change**

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 **network, transport,** business systems or fiber technology are subject to transfer to any area within the four contracts on an as needed basis. This change will not affect any other paragraph in this Article.

## ➤ New Title and Wage Scale

Establish new wage schedule on Appendix A/Exhibit A for Field Service Technicians:

Field Service Technician

|        |       |
|--------|-------|
| Start  | 16.00 |
| Year 1 | 17.40 |
| Year 2 | 18.80 |
| Year 3 | 20.20 |
| Year 4 | 21.60 |
| Year 5 | 25.00 |

Employees hired on or after ratification to perform service technician work shall be hired as an FST and subject to the FST wage schedule as set forth above unless the Company in its sole discretion chooses to hire an employee as a CST, subject to the CST wage scale. The Company may assign FST's and CST's to perform the same job duties. This pay projects CST's on payroll prior to ratification.

Should an employee who is hired prior to ratification apply for and be awarded a job posted as an FST, such employee will be pay protected and classified as CST and receive CST pay.

**FST employees shall not exceed 50% of the total combined CST & FST workforce in each bargaining unit.**

**\*\*\*The Utility Person Wage Schedule shall be increased to equal the Assignment Clerk Wage Schedule.**

**\*\*\*New Jobs Added to the Bargaining Unit per CBA as follows:**

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

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

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

**\*\*\*BST Positions Created**

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