

**Windstream Western Reserve, LLC**

**And**

**International Brotherhood of  
Electrical Workers**

**Local Union No. 2222**

**January 31, 2022 – January 30, 2026**

## AGREEMENT

This Agreement made and entered into this 31 day of January 2022 by and between Windstream Western Reserve, LLC (hereinafter referred to as "Company" or "Employer") and the International Brotherhood of Electrical Workers, Local Union No. 2222 (hereinafter referred to as "Union").

### ARTICLE 1

#### Recognition

The Company recognizes the Union for the purposes of collective bargaining with respect to wages, rates of pay, hours and other conditions of employment as the sole and exclusive bargaining representative of all full-time and regular part-time central office technicians and field technicians employed by the Employer who are based out of the 230 Congress Street, Boston, Massachusetts or 2200 West Park Drive, Westborough, Massachusetts locations, and who do field work in Vermont, Maine, New Hampshire, Rhode Island, and Central and Eastern Massachusetts, excluding from Springfield, Massachusetts to the western border of Massachusetts; and, excluding all other employees.

### ARTICLE 2

#### Union Security

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the

periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this contract.

For purpose of this Article, "employee" shall mean any person entering the bargaining unit, except an occasional employee.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. (The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.)

Supervisors who have more than three (3) consecutive years in a supervisory position may not retreat to a bargaining unit assignment.

### ARTICLE 3

#### Deductions for Union Dues

The Company agrees upon the receipt of authorization from an individual member of the bargaining unit in a form acceptable to the Company, to deduct bi-weekly regular Union membership dues, or an amount equal to the dues applicable to members, in the amount stipulated in the by-laws of the member's Local Union and as may be stipulated by revision of the by-laws certified by the Financial Secretary of said Local Union. Such deductions shall be made bi-weekly and shall continue so long as the employee remains in the bargaining unit, unless cancelled. in writing by the employee who authorized the deduction.

The Company shall forward bi-weekly to each Local Union Financial Secretary a check made payable to the Local Union for the amount of the bi-weekly dues deductions.

The Company will submit a bi-weekly report of employees for whom dues deductions are being made to each Local Financial Secretary. Also, the Company will furnish monthly reports of employees in the bargaining unit for whom dues deductions are not being made and of newly authorized deductions and cancellations of deductions for dues.

It is understood and agreed that the Company assumes no responsibility for the consequences of any failure to make these deductions or mistakes in connection therewith and that neither the Company nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

#### ARTICLE 4

##### Union Business

One employee shall suffer no loss of pay when representing the Union at contract bargaining, grievances, employee representation at employee/management investigatory meetings, and management/union meetings.

#### 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, evaluate performance, promote, and discharge, to use improved methods or equipment, to transfer work, to subcontract, to close all or part of the business, to move the location of the business, 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 service rendered by the Company. The Union hereby clearly and unequivocally waives its right to bargain over the subjects referenced in this paragraph during the term of this Agreement.

Except where limited by express provisions 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. Moreover, such functions of management as may be included herein shall not be deemed to exclude other functions of management not specifically included herein. Managers will not perform the work of employees included in the bargaining unit except in service emergencies, or for the purpose of training of employees, and such other work as may be required when an appropriate bargaining unit employee is not available or cannot be reached after reasonable effort by the Company.

## ARTICLE 6

### No Strike, No Lockout

Section 1. During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall instigate, promote, sponsor, engage in or condone any interruption of or interference with work over any dispute involving the interpretation or application of this Agreement, or for any other reason, including a sympathy strike. In the event that any employee or group of employees covered by this Agreement shall, during the term of this Agreement, participate or engage in any of the activities herein prohibited, the Union agrees immediately upon being notified by the Company, to direct such employee or groups of employees to cease such activity and resume work at once, if reasonably at all possible.

Section 2. During the term of the Agreement, the Company agrees not to cause, permit or engage in any lockout of its employees.

Section 3. The Union agrees that the grievance and arbitration procedures provided herein shall be the sole and exclusive means of resolving all grievances it or employees have arising under the terms of this Agreement.

## ARTICLE 7

### Grievance Procedure

Section 1. Except where specifically restricted by some other Article of this Agreement, a dispute arising from the provisions of this Agreement may be made the subject of a grievance initiated by the Union. The parties recognize, however, that any differences may be settled in an informal manner, without the filing of a grievance, so long as not inconsistent with this Agreement.

No grievance shall be recognized to exist unless it is presented as provided herein, within fifteen (15) calendar days after its original occurrence, or after the affected employee or the Union Steward knew or should have known of the occurrence.

When a grievance is presented in writing it shall be signed by a Union representative and shall contain a brief statement of the grievance and list the specific provisions of the Agreement claimed to have been violated.

Section 2. Grievances shall be presented and processed in the following manner:

Step 1: The grievance shall be submitted in writing to the aggrieved employee's immediate supervisor. The Supervisor will meet with the Union representative within fifteen (15) calendar days of receiving the grievance and will respond to the grievance within ten (10) calendar days following the meeting with the Union representative.

Step 2: If the supervisor's answer is not satisfactory to the Union, or if the Company is delinquent in its' response, the Union may then submit the grievance in writing to the Manager or his designated representative within ten (10) calendar days after receipt of the supervisor's answer in Step 1 or within ten (10) days of the date on which the answer should have been delivered to the Union. A meeting between the Company Manager and the Union Business Manager or their respective representative will then be scheduled. The Manager or his designated representative will give his decision in writing to the Union within seven (7) calendar days after the meeting, which meeting may be conducted by teleconference. The Grievant may or may not attend such meeting as determined by the Union.

Section 3. Nothing contained in this Article shall be construed to restrict in any way the individual right of employees to present grievances directly to the Company, provided the decision does not conflict with any terms or provisions of this Agreement.

The Union shall keep the Company informed as to its authorized representatives for handling grievances.

## ARTICLE 8

### Arbitration

Section 1. Any dispute which involves an express provision of this Agreement, and which is not settled through the grievance procedure set forth in Article 7, above, may, by written notice to the Company from the Union within thirty (30) days after the issuance of the grievance answer, be submitted to arbitration. In such event, the Union shall request that the FMCS supply to both parties a panel of seven (7) arbitrators, from which an arbitrator will be selected by an alternate striking method, with the Union striking first. The decision of the

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

Section 2. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms (or provisions) of this Agreement. Nor shall he have any power to confer any right, benefit, or privilege which is not expressly granted or conferred by this Agreement. Nor shall he exercise any responsibility or function of the Company or substitute his discretion for that of the Company. The Arbitrator's sole authority shall be to determine if a violation of a specific term of this Agreement has occurred, and, if so, to order a remedy consistent with this Agreement.

Section 3. If the grievance involved a discharge or disciplinary action, the Arbitrator shall determine whether the discharge or disciplinary action was for just cause. If the Arbitrator finds that the discharge or disciplinary action was without just cause, the employee shall be reinstated. At the Arbitrator's discretion the employee may be granted lost seniority and the employee's basic weekly wage rate for straight time lost, minus reasonable mitigation such as wages gained from other sources during dismissal from the Company.

## ARTICLE 9

### Seniority

Section 1. Seniority shall mean the employee's credited service which shall include the length of continuous service with the Company from the employee's most recent date of hire and any credited service in accordance with Section 2. Continuous service and seniority shall be terminated when the employee:

- (a) Resigns;

- (b) Is discharged;
- (c) Is in lay off status for 18 months;
- (d) Fails to return from any leave of absence in accordance with the terms of such leave of absence;
- (e) Retires.

Section 2. Except as provided below, any person who leaves the service of the Company and is subsequently reemployed shall receive the following treatment as to service credit for certain benefits (i.e., sick pay, vacation pay): after the employee has completed five (5) years of seniority since his/her most recent date of hire, credit for previous seniority with the Company shall be bridged. A person terminated in excess of five (5) years is not eligible to have previous service bridged.

Section 3. Seniority for regular, part-time employees will be prorated.

## ARTICLE 10

### Discharges, Demotions, and Suspensions

Section 1. Discipline may be taken for what the Company, in good faith, considers good reason.

Section 2. It is mutually understood that all new employees are on probationary employment for six (6) months from the date of employment. In the case of discharge, demotion or suspension of an employee during the probationary period, the matter may be processed through the Grievance Procedure, but may not be referred to arbitration.

## ARTICLE 11

### Layoffs and Recall

## Section 1. Layoffs

a. When the Company finds that conditions make it necessary to lay off bargaining unit employees, it will notify the Union in writing not less than 30 days before the layoff. The notice will give the reason for the layoff and state the number of positions to be affected. During the 30 day notice period, the Company and the Union will meet and discuss methods to eliminate the layoffs.

b. Layoffs will only be done by job classification, with the junior employee within the job classification affected being laid off first. The job classifications are Central Office Technician and Field Technician.

## Section 2. Recall

a. When the Company requires additions of regular employees to the bargaining unit within (18) eighteen months of the last layoff, it will offer employment in inverse order in which such employees were laid off into any position the employee previously held or any position for which the employee possesses the skill and ability to perform as determined by the Company.

b. The Company will assume that failure on the part of any former employee to notify the Company within ten (10) calendar days of an intent to return to work after mailing by certified mail to last known address of notice of rehiring constitutes a rejection by the employee.

c. It will be the responsibility of former employees to notify the Company of any change of address while on recall.

d. When an employee has been laid off for more than eighteen (18) months, the employee's employment will be terminated and the employee will have no right of recall.

## ARTICLE 12

### Hours of Work and Basis of Compensation

Section 1. Employees will be advised 5 calendar days prior to changing a permanent schedule.

Section 2. Five 8-hour tours, Monday through Friday, shall constitute a normal work week.

Section 3. No overtime will be worked without advance approval by management.

Section 4. Tour Assignment – Absent agreement by management and employees, tour selection will be by group and amongst those determined qualified by management on a seniority basis subject to management approval of qualifications. There will be selection every three months.

Section 5. Overtime Assignment – overtime needs will be filled by group and on a voluntary basis from amongst those deemed qualified by management. If there are insufficient volunteers, overtime will be determined amongst those deemed qualified by management in the inverse order of the amount of over time worked in the calendar year and subject to availability.

Section 6: Standby: The standby designation is used in a department or workgroup to compensate a non-exempt employee responsible for responding to after-hours work demands. An employee assigned standby status is responsible for being available for call out during his or her standby assignment. The minimum work requirement for a standby employee is to verbally respond to the page or call within one-half hour and to be able and ready to physically report to duty within one hour. If an employee is designated as being on standby, he or she is paid one hour of regular

pay per every 24 hours spent on call or two hours of the regular hourly rate for designated holidays or weekends. Standby pay is not reduced if the employee is called out to work.

Section 7. Overtime pay: Company agrees to pay overtime one and a half times regular pay for hours worked over 8 hours in a scheduled workday but will not permit “pyramiding” with overtime paid over 40 hours in a week.

Section 8. Call-out: An employee will be paid call out pay if they are asked to work under the following conditions: If he/she is called out to work two hours before the regularly scheduled shift begins or two hours after the regularly scheduled work shift ends. If he/she is called out to work at any hour on a scheduled day off. An employee called out to work will be paid a minimum of two hours of pay at a rate of one and one-half times their regular base rate of pay, or time and one-half for all hours worked, whichever is greater. Conditions may cause an employee to be called out more than once. However, only one call out pay award will be made in a single 24-hour period. The overtime rate established by the call out continues until a break in work occurs. Subsequent call outs in the same 24-hour period are paid at time and one-half for actual hours worked.

Section 9: A lead designation is a management assignment applicable to daily and/or weekly work schedule that meets the criteria outlined below:

- a. An assignment that does not involve a promotion or title change.
- b. An assignment that is in addition to normal job duties, and which involves assigning, directing and evaluating work activities.
- c. To serve as a resource person for complicated or difficult work assignments.
- d. The lead pay differential is ten percent (10%) of base pay for all hours worked in the lead assignment.

Section 10: Shift differential shall be paid according to the following:

- a. Shift differential applies to regularly scheduled shifts beginning prior to 6:00 a.m. or ending after 7:00 p.m. including split shifts (e.g. employee who works 8 am to noon and 4 pm to 8 pm in the same day, will be paid shift differential for the entire shift).
- b. Applies to all hours worked including any hours that qualify for overtime.
- c. Excluded are hours not worked, such as severance, or sick pay.
- d. Shift differential pay will be 10% of the employee's base rate less applicable payroll taxes.

## ARTICLE 13

### Travel Time, Travel Conditions and Expenses

Section 1. Employees will report to 230 Congress Avenue, Boston or 2200 West Park Dr. Westborough, MA. If the company moves from these locations employees will report to the new location. Company may offer home garaging. The Company will give employees at least thirty days' notice of a discontinuance of home garaging.

Section 2. The Company shall reimburse the employee for reasonable expenses as dictated by the Company Handbook when an employee is assigned to attend a training school or when working at a location that requires the employee to lodge away overnight with the exception of those exceptions detailed in the Company Handbook.

Section 3. The Company shall, if possible, furnish transportation in a Company vehicle for traveling on Company business. When the Company transportation is not available and the Company requests that the employee use his/her personal vehicle, the Company will pay the employee the IRS rate per mile for the vehicle route miles traveled on such business.

## ARTICLE 14

### Vacations

Section 1. The vacation year shall be January 1 through December 1. Employees may have one-week vacation carry-over at management discretion. All employees hired before January 31, 2022 will keep their vacation accruals and their Paetec vacation remains in place. Employees hired on or after January 31, 2022 will have the vacation policy provided to non-bargaining employees.

Section 2. The basic employee vacation groups involved and the number of people 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 where service requirements dictate. In the absence of agreement concerning vacation by management and employees there shall be separate vacation schedules for inside and outside technicians and choice of vacation periods within each group will be rotated in the order of seniority, with each employee selecting two weeks on the first rotation and single weeks in subsequent rotations. The vacation selection period shall be November 15 through December 15, preceding the vacation year. The vacation schedule shall be posted no later than December 20. If a new employee is hired after the beginning of the vacation year, and becomes eligible for a vacation during that year, he will be permitted to select a vacation at a time mutually agreeable to the Company and the employee.

Section 3. 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.

Section 4. All regular full-time employees and part-time employees are eligible for paid vacation based on their length of service. Employees must work two weeks of the calendar year in order to be eligible for vacation during that year.

Section 5. Vacation pay is computed on an employee's base rate of pay at the time the vacation is taken. For full-time employees, a week's vacation pay shall be forty (40) hours straight time pay, plus the amount of night differential, if any, received by the employee for the week immediately preceding the week of vacation. For part-time employees, a week's vacation pay shall be equal to the average number of straight time hours (pay) worked by the employee in the week immediately preceding the week of vacation.

Section 6. Employees who resign from the Company and give two (2) weeks-notice (two full weeks of work, not to include time off), or terminate from the Company for reasons other than termination for misconduct, will receive pay for unused vacation based upon a prorated calculation (based on the length of time worked into the calendar year) of their calendar year vacation eligibility. Employees who leave the Company voluntarily or involuntarily before reaching the first day of the month in which their one-year anniversary occurs will not receive pay for unused vacation.

Section 7. Prior to taking any unpaid leave, the employee must first exhaust all paid time off, such as vacation and optional holidays.

## ARTICLE 15

### Holidays

Section 1. The following days are designated as holidays:

New Year's Day	6 Optional Days
Memorial Day	Labor Day
Independence Day	Christmas Day
Thanksgiving Day	MLK Day

Section 2. If a recognized holiday occurs on a Sunday, the following Monday shall be designated as a holiday.

Section 3. If a recognized holiday falls on Saturday, the preceding Friday shall be designated as a holiday.

Section 4. Regular full-time employees will be paid eight hours of straight time base pay for the observance of the holiday.

Section 5. Employees who are required to work on a Company designated holiday will receive the choice of holiday pay or they may defer the Company holiday to a later date in lieu of holiday pay.

Section 6. An employee absent due to an approved leave of absence involving the scheduled designated holiday is eligible for payment under a Company pay practice, such as sick pay.

Section 7. When a holiday falls in an employee's vacation, the employee may schedule an additional vacation day within the calendar year which is mutually agreeable to the Company and the employee.

Section 8. Temporary employees are eligible for holiday allowance.

Section 9. 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 notice of their termination, will not be included in the calculation of any termination pay benefits. Therefore, not more than one such day may be taken during the two (2) week notice period, nor will they be included in the calculation of termination benefits. During the calendar year in which an employee is hired and has completed 90 days of continuous service, he/she shall be entitled to optional holidays as follows:

Hired before August 1 <sup>st</sup>	- 24 hours
After August 1 <sup>st</sup> before September 1 <sup>st</sup>	- 16 hours
After September 1 <sup>st</sup>	- 8 hours (TA 8-10-16)

Section 10. Upon two (2) calendar days advance notice, an employee may take his/her optional holidays subject to the approval of the employee's supervisor based on the needs of the business. Within each vacation group, the first request received shall be given preference for the day requested.

Section 11. Prior to taking any unpaid leave, the employee must first exhaust all paid time off, such as vacation and optional holidays.

## ARTICLE 16

### Excused Absences Paid

Section 1. Jury Duty. If reasonable notice is given the supervisor, an employee shall suffer no loss of regular pay for the time spent in the performance of jury duty or for time necessarily consumed in serving under subpoena as a witness at a criminal proceeding (except where the employee is the defendant). If the employee is dismissed during their regularly scheduled workday, the employee is expected to report to work. If the employee is subjected to "jury on the street" service, the requirement for advance notice is waived.

Section 2. Deaths. In the event of a death in the employee's family or household, he/she may be allowed up to three consecutive days away from work with pay. The employee is responsible for contacting his or her supervisor to inform them of the death and to discuss the needed time off. The employee's immediate family is defined as follows:

- Employee's Spouse or Domestic Partner;
- Children or Stepchildren;
- Daughter-in-law or Son-in-law;
- Parents or Stepparents of Employee or Spouse;
- Brothers and Sisters / In-laws;
- Grandparents / Great Grandparents of Employee or Spouse;
- Grandchildren / Great Grandchildren of Employee or Spouse; and

- A person living in the household of the Employee or Spouse as a legal dependent of either.

## ARTICLE 17

### Leaves of Absence

Upon reasonable notice, employees may, at the discretion of the Company, be granted a formal unpaid leave of absence for 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 final leave of absence greater than six months will be reinstated to the same classification nor to a classification of similar condition and pay.

## ARTICLE 18

### Group Benefits

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

Section 2. All plans will be administered solely in accordance with the provisions of each plan. The selection of plan administrators, the administration of the plans and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions,

interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

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

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

Section 5. Effective the first day of the first full pay period after the commencement date of the executed contract, the Company 401(k) Plan, including Company matching contributions and all terms and conditions, shall be provided to all bargaining unit employees

## ARTICLE 19

### Sickness and Disability Benefits

Absences due to sickness and disability shall be administered in accordance with the Company's Sick Pay Program and Short-Term Disability Program.

## ARTICLE 20

### Educational Assistance

The Windstream Educational Assistance Plan, as amended from time to time, shall be applicable to bargaining unit personnel, and the Company reserves the right to modify or terminate the Plan. Effective for the term of this Agreement, eligible employees who meet the plan provisions as described in the Educational Assistance Plan document are eligible for a

maximum annual reimbursement not to exceed \$2,000. See plan documents for a full description of the Plan, application and reimbursement form.

#### ARTICLE 21

##### Safety

The Union and the Company shall cooperate in the enforcement of all safety rules and regulations issued by the Company and safety regulations mandated by law.

#### ARTICLE 22

##### Contractors

The Company may use contractors at its discretion to the extent that such use of contractors does not result in the laying off of an employee regularly doing the same work as that being performed by the contractor.

#### ARTICLE 23

##### Past Practices

It is recognized by the parties that this Agreement contains the entirety of their respective commitments. Any and all past practices not specifically mentioned in this Agreement may be continued, discontinued, or modified by the Company.

#### ARTICLE 24

##### Entire Agreement

Section 1. This Agreement constitutes the entire agreement between the Company and the Union and the specific terms of this Agreement shall be the sole source of any rights, other than that of law, that the Union may assert against the Company.

Section 2. Any agreement, understanding, practice, policy or other term or condition of employment that existed before the execution of this Agreement is expressly waived.

Section 3. All other items and or policies not specifically addressed in this contract will defer to the Windstream employee handbook.

## ARTICLE 25

### Additional Agreements

No subsequent agreement, addition, waiver, practice, understanding, alteration, variation, deletion, change or amendment of or to any term of this Agreement, unless made and executed in writing by authorized representatives of the Company and the Union, shall modify the provisions of this Agreement.

## ARTICLE 26

### Duration

This Agreement shall become effective as of January 31, 2022 and shall continue in effect for an initial period to and including January 30, 2026. It shall thereafter continue in effect unless terminated by written notice given by either party to the other. In the event of such notice, the Agreement shall terminate sixty (60) days following receipt.



\_\_\_\_\_  
Company

\_\_\_\_\_  
Union

January 20, 2022

\_\_\_\_\_

Date

Date

APPENDIX A

Wage Schedule

Central Office Technician  
Field Technician

<b>Wage Length of Service</b>	<b>1/31/2022</b>	<b>1/31/2023</b>	<b>1/31/2024</b>	<b>1/31/2025</b>
<b>Start</b>	\$ 788.40	\$ 804.17	\$ 820.25	\$ 836.66
<b>12 Months</b>	\$ 910.72	\$ 928.93	\$ 947.51	\$ 966.46
<b>24 Months</b>	\$ 1,033.04	\$ 1,053.70	\$ 1,074.77	\$ 1,096.27
<b>36 Months</b>	\$ 1,155.36	\$ 1,178.47	\$ 1,202.04	\$ 1,226.08
<b>48 Months</b>	\$ 1,277.68	\$ 1,303.23	\$ 1,329.30	\$ 1,355.88
<b>60 Months</b>	\$ 1,420.00	\$ 1,448.40	\$ 1,477.37	\$ 1,506.92