

AGREEMENT
BETWEEN
WINDSTREAM MISSISSIPPI, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 3511

Effective

April 18, 2013 - April 17, 2016

TABLE OF CONTENTS

		<u>PAGE</u>
	Recognition Clause	1
ARTICLE 1	Definitions	1
ARTICLE 2	Management of the Company	2
ARTICLE 3	No Strike	3
ARTICLE 4	Non-Discrimination	3
ARTICLE 5	Grievance Procedure	3
ARTICLE 6	Arbitration	4
ARTICLE 7	Right of Employees to Union Representation	5
ARTICLE 8	Hours of Work and Basis of Compensation	5
ARTICLE 9	Call-Outs and Stand-By	6
ARTICLE 10	Wages	8
ARTICLE 11	Benefits for Part-Time and Temporary Employees	8
ARTICLE 12	Pension Plan	9
ARTICLE 13	Vacations	9
ARTICLE 14	Holidays	12
ARTICLE 15	Excused Absence	13
ARTICLE 16	Supervisory Work	14
ARTICLE 17	Leaves	15
ARTICLE 18	Work on Higher or Lower Rated Jobs	17
ARTICLE 19	Seniority	17
ARTICLE 20	Reduction in Force or Layoffs	18
ARTICLE 21	Discharges, Demotions and Suspensions	20
ARTICLE 22	Promotions	20
ARTICLE 23	Wage Treatment in Case of Promotion	21
ARTICLE 24	Travel Time	21
ARTICLE 25	Contract Work Limitations	22
ARTICLE 26	Sickness and Accident	22
ARTICLE 27	Inclement Weather	23
ARTICLE 28	Personnel Records	23
ARTICLE 29	Bulletin Boards	24
ARTICLE 30	Check-Off	24
ARTICLE 31	Federal and State Laws	25
ARTICLE 32	Union-Company Relationship	25
ARTICLE 33	Group Insurance	25
ARTICLE 34	Educational Programs	27
ARTICLE 35	Health and Safety	28
ARTICLE 36	Duration	29
APPENDIX A	Wage Progression Schedule	29
APPENDIX B	Payroll Deduction Authorization	31
APPENDIX C	Sick Pay Program and Short Term Disability Program	32
APPENDIX D	Windstream Educational Assistance Program	38
APPENDIX E	Selling As A Job Requirement Side Letter	41
APPENDIX F	Letters of Understanding	43
APPENDIX G	National Pension Plan	46

AGREEMENT
BETWEEN
WINDSTREAM MISSISSIPPI, LLC
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 3511

RECOGNITION CLAUSE

This Agreement, made this 18th day of April **2013**, by and between Communications Workers of America herein called the Union, and Windstream Mississippi, LLC herein called the Company.

The Company recognizes the Union for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment as the sole and exclusive bargaining representative for all Network Technicians, Customer Service Technicians, Warehouse Person, Customer Service Assistant, and Cashiers employed by the Company in Florence, Prentiss, and Bassfield, excluding all other employees (e.g. engineers, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.)

As a result of collective bargaining, the parties hereby agree that the following provisions shall govern their relationship for the duration of this labor agreement.

ARTICLE 1
Definitions

Section 1. Normal Tours. Hours of work in any day as set by the Company, not to exceed eight (8) hours, exclusive of the meal period.

Section 2. Normal Work Week. A normal work week shall consist of any five (5) tours Monday through Saturday. This shall not be construed to guarantee a forty (40) hour week.

Section 3. Part-Time Employees. A regular or temporary employee who is scheduled to work less than five (5) full tours in each payroll week.

Section 4. Regular Employees. One whose employment is reasonably expected to be permanent at the time he is engaged.

Section 5. Temporary Employees. One who is engaged for a specific project or a time period not to exceed twelve (12) months with the definite understanding that employment is to terminate upon completion of the project or at the end of the period. A person hired as a temporary employee shall be so advised in writing at the beginning of their employment.

Section 6. Overtime Rate. One and one-half (1½) times the basic rate of pay.

ARTICLE 2 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 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.

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. 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.

ARTICLE 3
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 4
Non-Discrimination

Section 1. There will be no discrimination by the Company or any of its agents against any employee because of membership in the Union.

Section 2. 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 to employment discrimination.

ARTICLE 5
Grievance Procedure

Section 1. It is agreed that neither the Company, its representatives and supervisors, nor the Union, will attempt to bring about the settlement of any issue by means other than the grievance procedures, and where applicable, the arbitration provisions of this Agreement.

Section 2. All grievances shall be presented in accordance with the steps outlined below:

Step 1: The grievance will be submitted in writing to the aggrieved employee's immediate supervisor. The supervisor will meet with the steward within seven (7) calendar days of receiving notice of the grievance and give his answer within seven (7) calendar days in the same manner he was notified of the grievance.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the grievance shall be reduced to writing and presented to the Outside Plant Manager, the Commercial Office Manager, or their appropriate designee, by a Local Union Representative within fourteen (14) calendar days after the reply in the first step is rendered. The Outside Plant Manager, Commercial Office Manager, or their designees must render his decision within fourteen (14) calendar days.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, the grievance shall be presented to the Company District Manager or his designee by a National Representative of the Union within fifteen (15) calendar days from the date of the Company's second step answer.

The time limits provided above may be extended or waived by agreement of the parties in writing.

Section 3. No grievance will be considered unless presented within sixty (60) calendar days after the action or failure to act complained of occurred.

ARTICLE 6 Arbitration

Section 1. If a difference arises between the Union and the Company which the parties hereto have not resolved through the grievance procedure, such differences may, at the request of either party be submitted to arbitration. Notice of a request for arbitration must be served on the other party within fifteen (15) calendar days from the date it is determined that the matter cannot be settled through the grievance procedure.

Section 2. The arbitrator shall be selected and the arbitration process shall proceed in accordance with the rules of the American Arbitration Association.

Section 3. The decision of the arbitrator shall be final and binding upon the parties hereto.

Section 4. The arbitrator shall have the authority to rule on the full merits of any grievance properly referred to him and shall have the authority to order an appropriate remedy, but shall not have the authority to add to, subtract from, modify or alter any terms of this Agreement.

Section 5. 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 7
Right of Employees to Union Representation

Upon request, an employee will be entitled to Union representation in any meeting with supervision where it is anticipated that discipline greater than an oral reprimand will result.

ARTICLE 8
Hours of Work and Basis of Compensation

Section 1. Regular employees shall be paid at the overtime rate for all time worked in any one (1) day in excess of eight (8) hours, or for any time worked in a calendar week in excess of forty (40) hours. An employee's normally scheduled hours which are not worked on a holiday will be used in the computation of weekly overtime.

Section 2. All time actually worked on a holiday shall be compensated for at one and one-half (1½) times the regular rate of pay.

Section 3. Any overtime paid for work on any day or days will not be compensated for again in computing overtime due for the week.

Section 4. Opportunity for overtime pay shall be equalized insofar as practical within each work group.

Section 5. Employees working on Sunday shall be paid at the Sunday rate, [one and one-half (1½) times regular hourly rate] for all time worked.

Section 6. All tools required to perform the required job shall be paid for by the Company. Employees shall be responsible for the return of tools assigned to them, ordinary wear and tear excepted.

Section 7. Work schedules for all employees shall be posted by 11:00 a.m. on Friday to show, for each such employee, his scheduled tours for the next calendar week.

ARTICLE 9
Call-Outs and Stand-By

Call-out within the meaning of this section shall be defined as meaning a call of an employee from his own time to perform work for the Company, except:

Section 1. If the time worked immediately follows and connects with regularly scheduled time, it shall not be considered call-out.

Section 2. If the time worked immediately precedes (less than one hour) and connects with regular scheduled time and starts at or after 7:00 a.m., it shall not be considered a call-out.

Section 3. If the time worked starts before 7:00 a.m. and falls entirely within the hour, which immediately precedes the regularly scheduled starting time, it shall not be considered a call-out.

Section 4. Call-out time shall include reasonable travel time to and from the employee's residence, or its equivalent. Each call-out shall be considered separately in the computing of time and payment.

Section 5. When a second call-out is made within two and one-half (2½) hours of the start of the first call-out and the second call-out is occasioned by the same trouble, which occasioned the first call-out, the second call-out will be treated as a continuation of the first call-out.

Section 6. The Company guarantees to employees called out a minimum of two (2) hours pay at one and one half (1 ½) times the regular rate of pay. This call-out minimum will apply to non-connecting overtime. [Connecting overtime is any carryover from scheduled work and is not

interrupted by a meal break, which occurs at the end of the regularly scheduled work, or during the overtime.]

Section 7. Stand-By: The Company may assign employees to Stand-By duty. The following is a guideline for administering “Stand-By”:

- (a) Stand-By will be rotated within the affected group among qualified employees. Trades of such responsibility shall be in accordance with paragraph (g), below.
- (b) Employees must respond to the page or call (pager and/or cellular phone provided by the Company) within 30 minutes, and be available for work within one hour.
- (c) Employees will receive one hour straight time pay per day Monday through Friday, and two hours straight time pay Saturday, Sunday, and Company designated holidays.
- (d) If work is performed, the employee shall receive call-out payment 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. Normal Stand-By schedules will be posted for scheduled employees, no less than two weeks prior to the period being assigned.
- (f) Employees assigned to such duty must be available and accessible during the term of assignment in order to receive compensation.
- (g) 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. Solicitation of the trade will be the responsibility of the employee. The Company will not unreasonably withhold supervisory approval of trades and will not require an individual to work Stand-By if he/she trades his/her responsibility with another employee in his/her group. The Company will make a reasonable attempt to schedule Stand-By assignments with employee vacation periods in mind.

- (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) Vehicles may be taken home where mutually agreeable to the employee and the Company.

Note: "Day" means from 8:00 a.m. on the day the Stand-By assignment begins until 7:59 a.m. the following day. (Any such day is one day, and paragraph (c) payment for such day shall be determined by the day of the week upon which the 24 hour assignment begins.)

ARTICLE 10

Wages

Section 1. Regular Employees. The rates of pay and progression schedules for regular employees shall be those shown in Appendix A and attached hereto and made a part hereof.

Section 2. Part-Time Employees. The rate of pay and amount of increase for a part-time employee shall be prorated by relating his hours of work to the normal work week.

Section 3. In Charge Pay. An employee who is assigned to be in charge of two or more other employees shall be paid an in-charge rate of sixty cents (60¢) per hour for those hours so assigned. No employee will be considered to have been so assigned unless he/she is specifically and affirmatively so informed by the Company.

ARTICLE 11

Benefits for Part-Time and Temporary Employees

All part-time or temporary employees shall receive no benefits other than basic hourly rates, unless required by law and/or terms of a benefit plan applicable to members of the bargaining unit. This article shall not apply in the event that the number of part-time employees exceeds ten percent (10%) (rounded to the next highest whole number) of the total bargaining unit work force.

ARTICLE 12
Pension Plan

Pension benefits shall be in accordance with the National Pension Plan Agreement effective March 1, 2012, appended to this contract. Employees hired March 1, 2012, or after, have no pension benefits under the plan.

ARTICLE 13
Vacations

Section 1. The vacation year shall be from January 1 through December 31.

Section 2. Vacations with pay for regular employees shall be granted in accordance with the following schedule:

- (a) If hired between January 1st and June 30th of the calendar year, new hires are eligible for one (1) week of vacation of the first of the month in which the six-month anniversary occurs. If the six-month anniversary falls on or after November 1st, the vacation may be taken up until March 31st of the following year based on the needs of the business.
- (b) If hired between July 1st and December 31st, new hires will be eligible for one (1) week of vacation in the month in which the six-month anniversary occurs. The employee is eligible for a second week of vacation on the first of the month in which the 12-month anniversary occurs.
- (c) On January 1st of the calendar year following the initial vacation, employees will be eligible for two (2) weeks vacation with pay.
- (d) Three (3) weeks vacation with pay to employees who will complete eight (8) years of seniority within the calendar year in which the vacation is to be granted.
- (e) Four (4) weeks vacation with pay to employees who will complete seventeen (17) years of seniority within the calendar year in which the vacation is to be granted.

- (f) Effective January 1, 2008 five (5) weeks vacation with pay to employees who will complete twenty-five (25) years of seniority within the calendar year in which the vacation is to be granted.

Section 3. 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 only where service requirements demand such change. Choice of vacation periods within each group will be in the order of seniority.

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 17. After this date, vacations will be assigned by the supervisor of the group involved. 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 4. 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 5. An employee who resigns and provides the Company with two (2) or more weeks notice shall be paid the unused portion of 1/12th his/her vacation eligibility for the calendar year or resignation times the number of months he/she worked in that calendar year prior to resignation. An exception to this proration policy shall be made for those employees who officially retire from the Company after having worked two (2) weeks in the current calendar year 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.

Section 6. Employees who are eligible for at least one (1) week of vacation may elect to take one (1) week on a day at a time basis. Employees who are eligible for three (3) or more weeks of vacation may elect to take two (2) weeks on a day at a time basis. If this election is made, two of the full weeks selected by the employee during the regular vacation selection process will be reserved, scheduled, and designated as the employee's reserved week.

Upon eight (8) calendar days advance notice, single vacation days prior to the employee's reserved week may be granted, subject to the approval of the employee's immediate supervisor based on the needs of the business. As each such single vacation day is granted, it shall be deducted from the employee's reserved week. Within each vacation group, the first request received will be given preference for the day requested.

In extraordinary circumstances, an employee may be granted the use of a reserved week vacation day upon as little as one (1) day advance request, but this shall be restricted to unique and unusual circumstances.

Once a reserved week is scheduled, it shall not be changed or rescheduled. The full week or portion of a week which has not been used on a day at a time basis by the time the reserved week occurs must be taken during the reserved week as scheduled, and, at least two (2) weeks prior thereto, the employee shall notify his/her supervisor of the specific days during such reserved week to be so taken.

Section 7. Any employee who while on vacation becomes entitled to bereavement leave or short term disability shall have his/her vacation rescheduled for that number of workdays bereavement leave or disability leave to which he/she is entitled. Employees must apply for and meet the criteria for eligibility under the Short Term Disability Plan.

Section 8. When scheduled vacations are changed at the instigation of the Company during the calendar year, which cannot be rescheduled in that calendar year, the vacation can be rescheduled by March 31st of the following calendar year with supervisory approval. The rescheduled vacation will be selected in order of seniority after the vacation selection process described in Sections 3 and 6 of this Article have been completed.

If a situation occurs where an employee has to carryover vacation days, the manager will ensure that those vacation days are scheduled as soon as possible within the first two weeks of the next calendar year. If more than one employee wants to take the same vacation day(s), seniority will be the determining factor.

Section 9. Employees returning from disability or a nonmilitary leave of absence must work a minimum of two (2) weeks in the calendar year in order to be eligible for vacation. Employees returning from a disability who are entitled to two (2) weeks or more of vacation may carry over into the new calendar year up to five (5) days when it is determined by management that the vacation cannot be scheduled in the current year. The vacation days carried over must be taken by March 1st.

ARTICLE 14
Holidays

Section 1. The following days are designated as holidays:

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

An employee may elect to work the Day-After-Thanksgiving at straight time rates and select another day as a designated holiday.

Section 2. If a 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. 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 5. No deduction in pay will be made for holidays not worked, with the following exceptions:

If unexcused absence occurs on a day before or after the holiday, or on the holiday, deduction will be made for the holiday unless the absence is incidental absence caused by personal illness. In the case of incidental or disability absence due to personal illness, the Company will pay the employee per Article 26, Sickness and Accident. The Company reserves the right to request medical certification.

Section 6. Temporary employees are not eligible for holiday allowance.

Section 7. Optional holidays are voluntary and should be taken prior to the end of each calendar year or be forfeited. [The employee and supervisor shall work together throughout the year to insure that optional holidays are not forfeited due to inadequate opportunity.] 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. During the calendar year in which an employee is hired, he/she shall be entitled to optional holidays as follows:

Hired between:	January 1 and March 31	- 4 holidays
	April 1 and June 30	- 3 holidays
	July 1 and September 30	- 2 holidays
	October 1 and November 30	- 1 holiday
	After November 30	- Zero

Section 8. Upon one (1) calendar day 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. Subject to service requirements, up to two (2) optional holidays may be taken in one-half (½) day segments.

ARTICLE 15
Excused Absence

Section 1. Jury or Witness Duty. If reasonable notice be given the supervisor, an employee shall suffer no loss of regular pay for the time necessarily consumed in the performance of jury or

witness duty providing that a deduction shall be made for any amount of monies received from civil authorities.

Section 2. Deaths. In the event of a death of an employee's wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandchild(ren), mother-in-law, father-in-law, stepmother, stepchild(ren), stepfather, or other persons living as part of the employee's family, any such employee scheduled to work shall be excused for a period not to exceed three (3) days beginning with the date of the death, and ending with the day after the funeral, without any loss of pay at straight time rates for the hours such employee was scheduled to work. Additional time off, without pay may be granted if necessary and requested. In the case of death of a brother-in-law or sister-in-law, absence with pay shall be allowed for the time necessary on the day of the funeral to attend the funeral.

Section 3. Union Activity.

- (a) Joint Conferences. Union Representatives in the employment of the Company 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.

- (b) Collective Bargaining. The number of employee representatives on the Bargaining Committee (not to exceed one) shall suffer no loss in regular pay for necessary time consumed in collective bargaining with the Company.

Section 4. If reasonable notice is given the supervisor, an employee shall suffer no loss of regular pay for time consumed in voting in any election where because of his/her scheduled hours of work, it is impractical to vote on his/her own time.

ARTICLE 16
Supervisory Work

The Company agrees that it will not as a general practice work supervisors on work ordinarily performed by craft employees, except for the purpose of training, the enforcement of

safety regulations or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service.

ARTICLE 17
Leaves

Section 1. Absence is time during which an employee is absent from work for reasons of which the Company is aware. [Nothing herein is material to the question of whether a particular absence is excused or unexcused and/or to any disciplinary issue which may arise, all such matters being subject to an analysis independent of the language of this Article.]

Section 2. All absence time is unpaid unless a specific Article of this Agreement requires that it be paid, e.g., bereavement, vacation, holiday, sick benefits, on-the-job injury benefits, or jury/witness duty.

Section 3. Where at the outset an unpaid absence is approved as a leave of absence and it is intended that such leave of absence is to last for less than thirty-one (31) days, the employee will be considered on active status for benefit purposes for the duration of the leave, not to exceed thirty (30) days. All other unpaid leaves of absence are without benefits, except to the extent that the Family and Medical Leave Act of 1993 may require the maintenance of group health plan coverage during all or a portion of such leave. With respect to leaves of absence required by the Family and Medical Leave Act of 1993, group health plan coverage will be maintained in accordance with and for the duration required by the Act. With respect to all other leaves of absence in excess of thirty (30) days and with respect to coverages other than group medical in the case of a Family and Medical Leave Act leave of absence, the employee may continue to participate in Company sponsored insurance plans at the level of his/her participation immediately prior to leave, for the monthly billed cost, subject to plan terms.

Section 4. All unpaid leave of absence in excess of twenty (20) work days in a calendar year shall be deducted from the seniority the employee would otherwise accumulate, except as specified in subparagraph (d), below, and as otherwise required by statute requiring military leave.

Section 5. Application for unpaid leave of absence will be granted or denied as follows:

- (a) Military - 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 26, 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 180 days. Departmental leaves of absence-disability may be approved by the department head of the employee's department. Formal leave of absence-disability must be approved by the Company Manager.
- (d) Upon reasonable notice, certified representatives of the Local Union required to be absent for the orderly performance of Union duties, attending conventions, state meetings, job steward schools, etc., shall be excused for a reasonable length of time not to exceed a cumulative total of thirty (30) days in any one year. Employees whose Union duties require their absence from Company work for a period or periods in excess of those previously mentioned, shall apply to the Company for a leave of absence without pay, and the Company, at its discretion, may grant such leave.
- (e) Upon reasonable notice, an employee may, at the discretion of the Company, be granted a formal leave of absence-personal, provided the granting of such leave of absence is consistent with the needs of the Company. The terms of such leave may include the absence of any guaranteed return. If that is a condition of the leave, it will be stated in writing at the commencement of the leave.

Section 6. Upon return from a leave of absence in accordance with its terms, the employee will be reinstated to his/her same classification or to a classification of similar condition and pay if able to perform full duties of his/her classification or of a similar classification.

Note: In a case where the employee is entitled to a leave of absence under both subparagraphs (b) and (c), above, the leave shall be granted under subparagraph (b), and any additional leave (extension) to which the employee may subsequently be entitled under subparagraph (c) shall be independently evaluated when the subsequent (extension) leave is requested. In any such case, the length of the leave granted under subparagraph (b) shall be deducted from the length of the leave (extended) to which the employee may be entitled under subparagraph (c). Further, in any such case, the subparagraph (c) portion (extension) of the leave shall not be treated as a new leave and shall not qualify for the thirty-day benefit provision of paragraph 3, above.

ARTICLE 18

Work on Higher or Lower Rated Jobs

Section 1. The basic rate of an employee substituting in a higher rated hourly rate position, shall be paid at the next higher rate on the wage schedule for the job in which he/she is substituting, providing the employee works in a higher rated job for one (1) hour or more in any one (1) day.

Section 2. When an employee is assigned to temporarily work on a lower rated job, there shall be no reduction in his/her regular pay during such temporary assignment.

Section 3. When an employee's straight time scheduled hours or work fall wholly or in part between 7 p.m. and 7 a.m., the employee shall be paid an evening or night differential of 10% of basic hourly rate per hour for all such hours worked between 7 p.m. and 7 a.m. on such tours including connecting overtime hours.

ARTICLE 19

Seniority

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

- (a) Quits for any reason;
- (b) Is discharged;
- (c) Is laid off for more than one (1) year; or
- (d) Fails to return from any leave of absence in accordance with the terms of such leave of absence.

Section 2. 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 to be determined by the Company), except in the case of promotions where its application shall be company-wide.

Section 3. Any employee member of the bargaining unit who leaves the service of the Company and is subsequently re-employed shall, after he/she has completed five (5) years of seniority since his/her most recent date of hire, receive credit for his/her previous seniority with the Company for the purpose of seniority credit and for computing benefits. Provided, however, that the provisions of the pension plan shall be controlling for bridging previous seniority under the plan.

Section 4. Any employee who transfers to the Company from any affiliate Company (within the Windstream System) shall be credited with seniority in an amount consistent with his/her length of continuous service with such affiliate companies, and 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.

ARTICLE 20 Reduction in Force or Layoffs

Section 1. Whenever the Company considers it essential and necessary to part-time or lay off regular employees in any work group, due to a fall off in work, such force adjustments as it may consider necessary shall be made effective among employees through part-timing or layoffs, or both, subject to the following conditions:

- (a) Temporary employees shall be laid off first.

- (b) If further layoffs are necessary, they shall be in the inverse order of seniority among employees performing essentially the same type work in the particular department of the Company.
- (c) Any employee who would otherwise be laid off shall have the right to claim the job of a junior employee having the least seniority within any equal or lower job classification, provided he/she is qualified in the judgment of the Company to perform the job.

Section 2. In rehiring after a layoff, the Company agrees to offer re-employment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees were laid off,

- (a) Provided, however, that the employee is qualified in the judgment of the Company to perform the available work at the time the offer of employment is made and,
- (b) Provided, also, that the period of layoff does not exceed one (1) year.

Section 3. In the case of layoff, the Company will notify the employee or employees to be affected not less than thirty (30) days in advance of the layoff.

Section 4. An employee shall not be considered to be in the continuous service with the Company for any time period during which he/she is laid off pursuant to Article 20. Therefore, seniority shall not accumulate during such period.

Section 5. A regular, full-time employee who is laid off for lack of work shall be entitled to severance pay in the amount of one week's pay for each full year of seniority accumulated as of date of layoff.

Any employee re-engaged following layoff will return to the Company such portion of any termination payment received as is in excess of the amount of straight time wages the employee would have been paid if he/she had been actively at work between date of layoff and date of recall. Repayment may be made in full or by payroll deduction at the rate of not less than ten percent

(10%) of basic wage, or a larger amount with the employee's approval until the excess amount is paid in full.

Any regular employee hired after April 18, 2010 with one (1) year of continuous service, who are laid off in accordance with this Article, shall be paid a termination allowance of two (2) weeks pay for every whole year of service up to a maximum of twenty-six (26) weeks pay. Whole years of service are counted from hire date/net credited service date with Windstream.

ARTICLE 21
Discharges, 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 the management. Any such discharge of a probationary employee shall be subject to the grievance procedure but not subject to the arbitration provisions of this Agreement.

ARTICLE 22
Promotions

Section 1. Job promotions within the bargaining unit shall be posted for seven (7) days before being filled. Job vacancies within the bargaining unit shall be posted for seven (7) working days using the on-line posting process (currently RECS) before being filled. Employees within the bargaining unit may indicate their desire to be considered for the unfilled job by completing a profile and applying for the vacancy online.

Section 2. Qualifications for the job are to be determined by management. The Company retains the right to conduct oral and written tests in determining qualifications. In cases where more than one candidate has substantially equal qualifications, then seniority shall prevail.

Section 3. If there are no qualified employees for unfilled job openings, management may hire new employees to fill the job.

Section 4. Job vacancies within the bargaining unit shall be posted for seven (7) working days using the on-line posting process (currently RECS) before being filled. Employees within the

bargaining unit may indicate their desire to be considered for the unfilled job by completing a profile and applying for the vacancy online. Any employee filing such a request will be given consideration for such job classification when a vacancy occurs therein. Where more than one employee has a request on file, and other qualifications are substantially equal, seniority shall govern. If the vacancy is filled with an employee making such request, the provisions of Article 22, Section 1 will not take effect.

Section 5. In the absence of transfer requests as described above and bidders through Article 22, Section 1, employees will be moved within the same job title in the inverse order of seniority, among those persons qualified.

ARTICLE 23
Wage Treatment in Case of Promotion

When an employee is promoted, his/her new hourly rate of pay will be determined by placing him/her on the new schedule at the same number of months he/she was on the old schedule. In no case will this affect the employee's next regular progression.

ARTICLE 24
Travel Time

Section 1. When an employee reports in to his regular reporting location and is required to travel to another exchange area, such travel time shall be considered time worked.

Section 2. Any time spent traveling to or from a school (before commencement of course of instruction and at its conclusion) designated by the Company shall be considered as time worked. In addition, the Company will pay for a reasonable number of telephone calls for the employee to call home. If the school extends over a five (5) weeks period of time, the Company will provide transportation for the employee to travel to his home at least every three (3) weeks.

Section 3. The Company shall, if possible, furnish transportation in a Company vehicle when traveling on company business. When the Company transportation is not available and the

Company requests that the employee use his/her personal automobile, the Company will pay the employee the IRS guidelines for mileage for the authorized automobile route of miles traveled.

ARTICLE 25
Contract Work Limitations

The Company agrees that it will not contract out craft work to the extent and degree that it would cause the layoff of any regular, full-time, temporary, or part-time employee.

It is understood that the Company may transfer work functions to other locations of Windstream Mississippi, LLC and to other locations operated by Windstream Corporation or a subsidiary of Windstream Corporation. The affected employees will be given the opportunity to follow the transferred work if they so desire and the Company will pay (up to a maximum of \$800) in moving expenses if the new reporting location to which he/she is required to report is more than fifty (50) miles from the reporting location to which he/she previously reported. If an employee declines the transfer, termination pay will be paid as set forth in Article 20, Section 5 of the Agreement.

ARTICLE 26
Sickness and Accident

Section 1. Absences due to sickness and disability shall be administered in accordance with the Company's Sick Pay Program and Short Term Disability Plan, as described during bargaining toward this Agreement. See Appendix C.

Section 2. Employees shall not be entitled to receive sickness disability benefits for time for which any wages are paid them by the Company such as vacation pay.

Upon request an employee may be required to ask his physician to prepare and forward to the Company a statement outlining the nature of the sickness. Payment for such benefit may be made contingent upon receipt of a satisfactorily completed doctor's certificate. An employee shall not be entitled to benefits if he declines to permit the Company physician to make an examination to determine the employee's physical condition.

In case of disability due to intoxication, or misuse of stimulants or narcotics, or willful misconduct, no right to benefits shall exist.

Section 3. In the case of on-the-job injury, the employee shall be entitled to the benefits specified without regard to any waiting period provided for in Section 1 of this Article. Such benefits shall be reduced by the amount the employee receives from worker's compensation coverage.

ARTICLE 27 Inclement Weather

Section 1. When employees report to work and because of inclement weather, are, in the opinion of the supervisor, unable to safely perform their regular work, they shall be assigned such other work as may be available in order that their time may be profitably utilized.

Section 2. The supervisor's judgment on the inclemency of the weather shall be the determining factor.

Section 3. 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 shall be paid a minimum of three (3) hours pay at the straight time rate if he reports to work.

ARTICLE 28 Personnel Records

Section 1. Upon request, all personnel records kept by the Company on an employee which may affect his condition of employment, shall be made available by the Company to the employee, within a reasonable length of time for his inspection. Upon written consent of the employee, such records shall also be made available to the Union where the Union requests same for the purpose of handling or the investigation of a grievance.

Section 2. If a reprimand is entered in an employee's personnel file, the employee will receive a copy of said reprimand. Said entry will be made within a reasonable time.

ARTICLE 29
Bulletin Boards

Section 1. The Union shall be permitted adequate space to place bulletin boards on Company property where employees report for work.

Section 2. Union bulletin boards shall conform with those in use by the Company. All Union bulletin boards shall be plainly marked as Union bulletin boards.

Section 3. Union bulletin boards shall be furnished, installed and maintained by the Union.

Section 4. Union bulletin boards will be used for such matters as announcements of Union meetings, social functions, nominations and elections of officers, information bulletins regarding bargaining and such other matters as may properly be considered non-controversial or derogatory of the Company or its personnel.

ARTICLE 30
Check-Off

Section 1. The Company agrees to deduct Union membership dues providing the same are authorized in writing by the employee on a form, a copy of which is attached hereto as Appendix B and made a part hereof, and in accordance with the provisions thereof. Such deduction may be based on a percentage of the employee's base rate of pay. Any such authorization shall terminate at any time an employee is transferred to a job classification outside the bargaining unit described above. When such transfer occurs, the Union shall be notified.

Section 2. The Company agrees to furnish the Union each month, a list showing the total dues collected, the names of employees for whom the dues were collected, and the names of employees whose deductions were omitted. Such list will also furnish the names of any new employees.

ARTICLE 31
Federal and State Laws

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 32
Union-Company Relationship

The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

In furtherance of the spirit of this provision, the Company will introduce new hires to the Certified Union Representative in his work group.

ARTICLE 33
Group Insurance

Section 1. For the term of this Agreement, the Company will maintain and make available to bargaining unit employees health care plans 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 employee's 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.

All health care plans will be administered solely in accordance with the provisions of each plan. The selection of the health care plan administrator, 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.

The Company shall have the right to amend the health care 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 2. An employee participating in the primary health care plan of the Company (currently the **Select** PPO) or an alternative plan (such as **the Health Savings Plan** or the optional PPO plans) will contribute toward the cost of those plans on the same basis as a similarly situated non-bargaining employee.

Section 3. Any employee who retires will be entitled as a retiree to medical insurance coverage equivalent to that provided to similarly situated retired non-bargaining unit personnel. Such coverage will be in combination with Medicare as applicable.

If the retiree elects to maintain such medical insurance coverage, the Company will monthly contribute towards the cost of same at least in an amount determined as follows:

- i. Prior to Medicare eligibility for the retiree, the Company will pay eighty (\$80.00) per month toward the cost of employee-only medical insurance coverage as of the employee's date of retirement.
- ii. As of the date the retiree becomes eligible for Medicare, the Company will pay seventeen dollars (\$17.00) per month toward the Medicare Maintenance of Benefit Insurance benefit costs. [This subparagraph applies both to persons who retired prior to Medicare eligibility when they reach the date of eligibility and to persons who retired at a date when they are already Medicare eligible.]

The Company's obligation to contribute toward retiree medical insurance coverage as set forth in the above paragraph is a minimum, but the levels of contribution determined under such subparagraphs are fixed dollar amounts which will not rise with increases in insurance costs, and any greater level of contribution by the Company shall be only voluntary. Further, should legislation or regulation modify the relationship between Medicare and medical insurance or eliminate the need for medical insurance, the Company's obligation to contribute shall be adjusted so as never to exceed the actual cost of medical insurance attributable to the retiree and so as to maintain the intent of the above paragraphs. Any and all dependent medical insurance coverage and other insurance coverages maintained by a retiree shall be paid for entirely by the retiree.

For purposes of this section, "one who retires" and "retiree" means an employee who upon leaving active employment status is immediately eligible to receive an early retirement benefit or normal retirement benefit from the Windstream Corporation Pension Plan.

For purposes of this section, "Medicare" includes not only Medicare but also every related, similar, and/or replacement benefit or program which presently exists or may in the future be adopted to the extent that such benefit and/or program is available to a retiree for the purpose of assisting in the satisfaction of medical needs/costs. [It is understood that a retiree will participate in all such programs for which he/she becomes eligible, and that the Company's obligation created by this section may be diminished from time to time should legislative/regulatory changes permit satisfaction of the intent of this section at a lesser level of cost to the Company.]

ARTICLE 34 Educational Programs

Each regular employee is encouraged to attend various accredited schools to study subjects or degree programs related to the telephone industry and the Company will reimburse them for the tuition and books upon satisfactory completion of these studies. Advanced approval of courses and passing grades are required.

Employees must meet the provisions of the Windstream Educational bargaining unit Assistance Plan as presented. A detailed summary plan description of the program is available from the Human Resources Department. See Appendix D, which describes the Windstream Educational Assistance plan available to all bargaining unit employees.

ARTICLE 35
Health and Safety

The Company agrees to make all reasonable provisions for the health and safety of the employees during the hours of their employment and to keep employees informed as to such provisions. The union agrees to cooperate with the Company in assuring conformance to all established safety regulations.

The parties agree to participate in safety meetings. There will be one representative from the union present at the Safety Committee Meeting. An agenda will be prepared and distributed for each meeting. Employees may submit to their manager concerns or suggestions relating to safe working conditions, accidents or injuries. As soon as possible after the meeting, the manager and employee will review the items discussed with the employees.

ARTICLE 36
Duration

This Agreement shall be effective from April 18, **2013** to and including April 17, **2016**, and shall continue in force thereafter unless terminated by written notice from either party to the other, in which case this Agreement shall terminate sixty (60) days following the receipt of such notice. In the event a new Agreement is not entered into between the parties hereto before this Agreement is terminated as a result of such termination notice, this Agreement may be extended beyond such termination date by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
duly authorized officers this ____th day of April 2013

**COMMUNICATION WORKERS
OF AMERICA**

Vonda Hardy, CWA Representative
Dated: _____

WINDSTREAM MISSISSIPPI, LLC

David Works, EVP and Chief HR Officer
Dated: _____

APPENDIX A
PROGRESSION SCHEDULE

SCHEDULE 1

Network Technician

	<u>Current</u>	<u>Effective 4/18/2013</u>	<u>Effective 4/18/2014</u>	<u>Effective 4/18/2015</u>
Start	\$14.08	\$14.29	\$14.43	\$14.57
6 Months	\$15.44	\$15.67	\$15.83	\$15.99
12 Months	\$16.68	\$16.93	\$17.10	\$17.27
24 Months	\$18.89	\$19.17	\$19.36	\$19.55
36 Months	\$20.97	\$21.28	\$21.49	\$21.70
48 Months	\$23.08	\$23.43	\$23.66	\$23.90
60 Months	\$26.58	\$26.98	\$27.25	\$27.52

APPENDIX A
PROGRESSION SCHEDULE
SCHEDULE 2

Customer Service Technician

	Current	Effective 4/18/2013	Effective 4/18/2014	Effective 4/18/2015
Start	\$13.49	\$13.69	\$13.83	\$13.97
6 Months	\$14.76	\$14.98	\$15.13	\$15.28
12 Months	\$16.00	\$16.24	\$16.40	\$16.56
24 Months	\$18.11	\$18.38	\$18.56	\$18.75
36 Months	\$20.10	\$20.40	\$20.60	\$20.81
48 Months	\$22.11	\$22.44	\$22.66	\$22.89
60 Months	\$25.44	\$25.82	\$26.08	\$26.34

APPENDIX B

(Print) Last Name	Given Name	Middle Name or Initial
Department	Social Security No.	Local No.
Work Location (City or Town)		(State)

PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES

Beginning in (Month) , (Year) , I hereby authorize Windstream Mississippi, LLC to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments the amount of my regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. This authorization shall continue in effect until canceled by written notice from the Secretary-Treasurer of the Communications Workers of America, or until canceled by written notice given by me during the ten (10) day period prior to the date one year from the effective date of the current Agreement between the Company and the Union, or during the ten (10) day period preceding such subsequent annual anniversary of such effective date.

(Date)

(Signature of Employee)

APPENDIX C

Sick Pay Program and Short Term Disability Program

Sick Pay Program

Windstream provides sick pay for absences due to the employee's own injury or illness and routine doctors' appointments unless state law requires otherwise. **Windstream's sick pay structure is determined by the employee's years of service, subject to this contract's new hire eligibility guidelines:**

- **Three (3) months to 10 years of service: seven (7) days (56 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctor's appointments.**
- **More than 10 years of service to 16 years of service: nine (9) days (72 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctor's appointments.**
- **More than 16 years of service: Ten (10) days (80 hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctor's appointments.**

Windstream may request a doctor's note for any absence; however, absences of more than 3 consecutive work days automatically require medical documentation for payment under the Sick Pay Program.

Eligibility

- Regular (scheduled to work at least 20 hours/week) employees are eligible to receive Sick Pay.
- Part-time regular employees are eligible to receive Sick Pay on a pro-rated basis determined by their weekly work schedule.
- New employees are eligible for Sick Pay the first of the month in which their 3-month anniversary falls, and is prorated per number of months left in the calendar year.
- Rehires with at least three months of prior service are eligible for sick pay on their first day of employment, and is prorated per number of months left in the calendar year.

Employees must be actively at work with no restrictions for at least one full day in the new calendar year to be eligible to receive payment under the Sick Pay Program. For example, an employee on a leave of absence on January 1 will not be eligible for sick pay until his/her return to work for one day.

Medical Documentation

Pursuant to the terms of applicable law, FMLA, ADA, etc., additional information may be required at any time during the employee's absence, or Windstream may require the employee to submit to an examination at the Company's expense, by a company-selected physician, to determine whether

the employee's condition meets the criteria for payment under Windstream policy. This option may be invoked by Windstream either to start or to continue payment.

Other Windstream Programs

- Absences over three consecutive days must be communicated to the LOA office.
- Employees who are absent for an extended period of time may qualify for other salary continuation programs, such as Short Term Disability or, subsequently, Long Term Disability.
- Please refer to individual program information to review eligibility.

Attendance

Windstream needs the help and skills of each employee every day that they are scheduled to work. When there is an absence, regardless of the reason, the Company's ability to serve its customers is negatively impacted. Regular attendance is an important job requirement, equally as important as other job performance expectations. Although Windstream provides the Sick Pay Program, employees should not view this as an entitlement to take paid time off if they are not incapacitated. Chronic or excessive absences and abuse or misuse of the Sick Pay Program may result in disciplinary action, up to and including termination of employment.

Workers' Compensation

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

Other Disability Programs

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

Exclusions from the Sick Pay Program

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

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.
- Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

For further information on leaves, refer to the Windstream LOA policy or consult with Human Resources.

Short Term Disability Program

The Short-Term Disability (STD) plan is a salary continuation program that is separate and distinct from the Sick Pay Program. **STD pay structure is determined by the employee's years of service.**

- **6 months to 5 years of service: 6 weeks full pay/20 weeks 66% pay.**
- **More than 5 years of service to 16 years of service: 13 weeks full pay/13 weeks 66% pay.**
- **More than 16 years of service: 26 weeks of full pay.**

STD claims will be reviewed for approval or denial by a third-party administrator, which is currently **CIGNA**. A Windstream Leave of Absence Coordinator will coordinate and administer claims processing and payment.

Eligibility

- Regular (scheduled to work at least 20 hours/week) employees are eligible to receive Short Term Disability.
- Part-time regular employees are eligible for Short Term Disability on a pro-rated basis determined by their weekly work schedule.
- New employees are eligible for Short Term Disability the first of the month in which their 6-month anniversary falls.
- Rehires with at least six months prior service are eligible for Short Term Disability on their first day of employment.

Definition of Disability

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

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

To Apply

Employees must apply for and meet the criteria for eligibility under the STD Plan. Application forms can be obtained from the LOA Office by calling 1-800-974-1393.

Pay Guidelines

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

- Employees who are approved for payment under Short Term Disability will be paid in accordance with the Plan from the first day of approved absence.

- Payment under Short Term Disability for approved absences will be delayed when employees do not respond as needed to questions/follow-up from LOA Coordinator and/or CIGNA.
- Employees will be paid using any available paid time (sick pay, vacation, and optional holiday) until their leave is approved.
- If all paid time is exhausted prior to or during the Short Term Disability approval process, the employee will be unpaid until the Short Term Disability application is approved.
- If the Short Term Disability application is subsequently approved, the payment under Short Term Disability will be retroactive to the first day of approved absence and the hours paid under other pay types (sick, vacation, optional holiday), will be restored.
- Non-management sales employees will receive targeted commission in addition to their base pay if absent six consecutive days or more. The commission differential will not go into effect until the new hire guarantee expires. Commissioned sales managers will be paid at their base rate regardless of their length of absence because their employees will continue to achieve sales generating a commission pay out for their managers.

Medical Documentation

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

Coordination with LTD Payment

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

Workers' Compensation

If an employee is receiving Workers' Compensation benefits, the workers' compensation benefit is supplemented to 100% of Windstream pay provided the disability is approved under the provisions of the Short Term Disability Plan.

Other Disability Programs

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

Exclusions from Short Term Disability Program

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

- Injuries or illnesses intentionally self-inflicted.
- Injuries resulting from the commission of a felony.
- Injuries or illnesses resulting from acts of war.
- Dental procedures except those performed by an oral surgeon under general anesthesia.
- Disabilities resulting from alcohol or drug abuse, when not under the care of a physician or prescribed treatment program.
- Purely elective surgery, not medically necessary, with the exception of organ/bone marrow donations.

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

Appeal Process

If benefits are denied based on **CIGNA's** Short Term Disability claim decision, an Appeal may be submitted to **CIGNA**. Appeals must be received by **CIGNA** within 60 days from the date of **CIGNA's** notice of the decision. Appeals must be in writing and must include at least the following information:

- Name of disabled employee
- Reference to the claim decision
- An explanation for appealing the determination
- The claim number

Upon written request, **CIGNA** will provide free of charge copies of documents, records and other information relevant to the claim. As part of the appeal, an employee may submit any written comments, documents, records, or other information relating to the claim. The appeal should be sent to:

Life Insurance Company of North America
P.O. Box 709015
Dallas, TX 75370-9015
855-250-9412

After **CIGNA** receives the complete appeal request, a full and fair review of the claim will be conducted and an appeal determination will be rendered within 45 days from receipt of the appeal.

If **CIGNA** denies the appeal for any reason, an appeal may be made directly to Windstream's Labor Relations Department. Labor Relations will evaluate the claim to determine the basis for denial. In those instances where a medical dispute exists between the employees attending physician and **CIGNA** (diagnosis, medical treatment, return to work date, etc.) Labor Relations may recommend that the employee be referred to an Independent Medical Examiner.

The Independent Medical Examiner will be selected by **CIGNA** in cooperation with the employee's attending physician. While Windstream Communications, LLC will ultimately determine the approval or denial of a claim, the evaluation and recommendation of the Independent Medical Examiner will be thoroughly addressed and considered in the review process.

Return to Work

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

APPENDIX D

Windstream Mississippi, LLC

Windstream Educational Assistance Program

Educational Assistance Plan

General Description

Windstream Corporation encourages the educational growth and development of its employees by sponsoring the Educational Assistance Plan (the "EAP").

The EAP is a fringe benefit plan administered according to the Internal Revenue Code (IRC) Sections 127 and 132. Eligible employees are reimbursed out of general corporate assets for covered expenses. Employees covered by a collective bargaining unit are subject to the maximum amount defined in the Collective Bargaining Agreement (CBA). If not specified in the CBA, the maximum annual reimbursement for bargaining employees is \$2,000.

Covered Expenses

The following expenses are covered:

Tuition and tuition equivalent expenses such as:

- Testing fees associated with qualifying for a course of study leading to a degree (e.g., SAT, ACT, GMAT)
- Testing fees for professional certification (e.g., CPA, PHR, CEBS)
- Fees for CLEP and other credit by examination tests for which the employee receives college credit
- Required fees (eg., general fees, activity fees, lab fees, course fees, technology fees)
- Book expenses associated with course work
- Study materials associated with professional certification examinations (e.g., CPA Review Course)
- Correspondence courses if they meet all of the following conditions:
 1. Appropriate educational facilities are not readily available; and
 2. The course of study is job related or the degree is related to Windstream's business; and
 3. A form of certification is issued at the end of the course indicating successful completion; and
 4. The course of study or the educational institution has been approved by a state or professional associations.

What Is Not Covered

- Any of the covered expenses listed above if the employee does not pass the course or test or become certified.
- Any of the covered expenses listed above for which the employee received a scholarship or grant
- Late fees
- Installment payment fees
- Parking fees
- Retest fees
- Courses involving sports, games, or hobbies are excluded, even if required for the degree program
- Study aids not required for the course
- Supplies, including calculators, diskettes, pens, and notebooks

Eligibility Requirements

- Employee must be classified as regular full-time or regular part-time and scheduled to work at least 20 hours per week.
- Courses must be:
 - Job related and normally taken at an accredited college, university, vocational/technical school or in an adult education program; or
 - Non-job related if taken as part of a degree program at an accredited college or university. The degree program must be related to Windstream's business (i.e., degrees utilized by Windstream).
 - The employee must receive a grade of "C" or higher. A grade report must accompany the request for reimbursement.
 - Course work must not adversely affect the employee's job performance.
 - All class hours must be outside of the employee's normal working hours.
 - The employee must be active on Windstream's payroll at the time of reimbursement.

Taxation of Reimbursement

EAP reimbursements for undergraduate and graduate classes are considered non-taxable income. Tax laws change often. Accordingly, Windstream can provide no guarantee that any educational assistance will remain tax-free.

Application Process

- An employee interested in educational assistance should:
 1. Complete an Educational Assistance Application prior to enrollment. Any applications received after course enrollment or test registration must be accompanied by a written explanation from the employee's supervisor outlining the reason for the delay and why the application should be approved.
 2. Obtain two levels of management approval on the application form.
 3. Route the approved form to the Human Resources representative coordinating the EAP program for the employee's business unit.
- The EAP program coordinator will review the application and notify the employee and the employee's supervisor if the application is approved. Notification may be via E-Mail, an approved copy of the application form, or written correspondence.

Reimbursement Process

The employee must:

- Apply for reimbursement within sixty (60) calendar days after completing the course(s) or receiving notification of successful completion of a test; and
- Complete a Request for Reimbursement form and attach receipts for covered expenses and a grade report or certificate indicating successful completion.
 - The employee must complete a Request for Reimbursement form and attach a current statement of the school account showing in full all charges and payments including scholarships, loans and grants, itemized receipts for books and other covered expenses and a grade report or certificate indicating successful completion.
 - The employee must pay for the class prior to submitting the reimbursement request. Deferred payment plans are accepted as proof of payment.
 - The Request for Reimbursement form requires the approval of the employee's supervisor.

Reimbursement Agreement

Employees seeking benefits under the Educational Assistance Plan will be required to sign a reimbursement agreement that provides for reimbursement to Windstream of educational benefits paid during the 12 months preceding termination of employment.

Fact Sheet

Plan Name	Windstream Corporation Educational Assistance Plan
Plan Number (assigned by Plan Sponsor)	510
Plan Sponsor	Windstream Corporation, 4001 Rodney Parham, Little Rock, AR 72212 (and participating affiliates*)
IRS Employer Identification Number	20-0792300
Type of Plan and Administration	A self-administered fringe benefit plan
Plan Administrator and Primary Agent for Service of Legal Process	Windstream Corporation c/o Pension and Benefits Committee 4001 Rodney Parham Little Rock, Arkansas 72212 501/748-5470
Source of Contributions	100% Employer Paid
Plan Year	January 1 - December 31

Claim Review Procedure

A denial of a claim will be made in writing by the Plan Administrator directly to the participant or beneficiary. A claimant will have 60 days from receipt of denial to request review. Requests for review must be made in writing to the Plan Administrator. Decisions on review will be issued within 60 days after receipt of request for review, unless special circumstances require an extension.

**Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a Plan Sponsor, the sponsor's address. Similarly, the Plan Administrator will arrange to provide participants and beneficiaries with copies of appropriate collective bargaining agreements that may reference the maintenance of the Plan.*

APPENDIX E

LABOR RELATIONS
Katherine J. Warn
Director – Labor Relations

April 14, 2004

Mr. Ronald Tyree
CWA Representative
Communications Workers of America
187 Stateline Road East, Suite 15
Southaven, MS 38671

RE: ALLTEL Mississippi, Inc. (Selling As A Job Requirement)

Dear Ron:

During recently concluded bargaining we discussed the above. The purpose of this letter is to recite our understandings.

First, the Company does not intend to establish sales quotas. This does not mean that employees are not expected to sell Company services and products. Indeed, employees are presently doing so. To the contrary, it simply means that any quota would fail to take into account all of the variables that should be considered in evaluating any employee's job performance.

Second, the Company does consider selling of Company products and services to be a job requirement. Particular emphasis is placed on those with customer contact. The focus here should be on the selling effort. The Company recognizes that some employees are better at selling than others. However, everyone should try, and there is every reason to expect that legitimate effort will result in positive results where employees have customer contact.

Third, the Company also expects employees to cooperate in the record keeping arena (presently the ALLTEL Rewards Program). That is, where the Company creates procedures and mechanisms for recording sales efforts, the employees are expected to follow these procedures and to use these mechanisms. It is my understanding that there has been no difficulty in this regard.

Fourth, to the extent that any bargaining unit employee is asserted to have failed any job requirement, the just cause standard shall govern the propriety of any disciplinary action taken by the Company. Selling is not different from any other job requirement. It is one element of multiple faceted jobs and it should be treated just like any and every other job requirement.

The reason the Company is unwilling to agree that no disciplinary action would ever be taken based "solely" on a failure of selling is that we would not agree to that principle with reference to any job requirement. That does not mean that other issues, principles, and concerns are to be ignored in evaluating an employee's failure of a particular job requirement. Indeed, the principle of "just cause" is sufficiently broad to anticipate the full evaluation of an employee and his/her performance in any

Mr. Ronald Tyree
April 14, 2004
Page 2

disciplinary setting. There are, of course, cases where the failure of a single job requirement may legitimately result in discipline. In other situations, that is not the case. The fact that we can never predict all of the material facts and considerations in advance is the very reason we have adopted the "just cause" standard in our contract.

No one is looking for a reason to discipline employees. The Company is simply seeking to insure that employees understand the significance of sales, and that each employee will put forth his/her best effort toward that goal. The Company intends to provide employees with the necessary tools to achieve success.

To the extent that the Company might believe that an individual employee is not making the necessary effort toward sales, it (Company) would expect to work with that employee and the Union to assist the employee toward a more successful effort. Disciplinary action would be a last resort. That would, of course, be followed by the same full review which follows any disciplinary action, and would include consideration of all the things you have suggested are material to such matters.

The Company will keep records of both referrals and sales, and will post results on a weekly basis.

The Union acknowledges that selling is a reasonable job requirement. The Union will not challenge that proposition.

The Union reserves the right to grieve if the Company does anything which it believes is unreasonable in carrying out its sales program.

The Company will train employees on products and sales techniques and keep employees informed of price changes and product updates.

Prior to the Company taking any disciplinary action, based on sales failure, the Company shall first involve the Union in an effort to correct the failing.

Very truly yours,

Katherine J. Warn

APPROVED:

CWA Representative

APPENDIX F

April 18, 2007



Mr. Ron Tyree
CWA Representative
Communications Workers of America
Local 3511
187 Stateline Road East, Suite 15
Southaven, MS 38671

Re: Windstream Mississippi, Inc.

Dear Ron:

During the course of bargaining towards the new Agreement between Windstream Mississippi, Inc. and the Communications Workers of America, the parties agreed to the following, which are not reflected in the new Collective Bargaining Agreement:

1. The new Sick Pay Program and Short-Term Disability Program appearing in Article 26 will become effective January 1, 2008.
2. Eliminate the current Cashier classification and implement the Retail Sales Consultant position as described to the Union during bargaining. The Retail Sales Consultant Plan Document and Retail Sales Consultant Summary in addition to the wage progression were presented during bargaining. The current Cashiers, Peggie Hall and Margaret Holmes, will be reclassified as Retail Sales Consultants. They will be eligible for incentive as described in the Compensation Plan Document but will not be eligible for the Rewards Program. Effective April 18, 2007 they will be paid \$15.46 per hour, effective October 18, 2007 paid \$15.61 per hour; effective April 18, 2008 paid \$15.76 per hour; effective April 18, 2009 paid \$15.91 per hour; effective October 18, 2009 paid \$16.06 per hour.
3. The Union expressed an interest in learning more about the possibilities of freezing the pension plan and enrolling in a 401(k) matching program. The Company agreed that it would pursue the issue with its pension experts and discuss with the Union at a later date.
4. The Union expressed an interest in the Company paying for Applied Professional Training (APT) courses. The Company agreed to review each offering and reimburse where it deems appropriate through the Windstream Educational Assistance Program.
5. Employees will be required to sign up for direct deposit or have their paychecks mailed to their home address or other non-Company address effective June 1, 2007.

Per our discussion, this letter will be included with the new Agreement, effective April 18, 2007. If you are in agreement, please sign below.

Very Truly Yours,

Katherine J. Warn

APPROVED:

CWA Representative

ALLTEL COMMUNICATIONS

90 Executive Parkway
Hudson, OH 44236-1676
330-650-1700



LABOR RELATIONS

Katherine J. Warn
Staff Manager
330-650-7456

May 11, 2001

Mr. Ronald Tyree
CWA Representative
Communications Workers of America
187 Stateline Road East – Suite 15
Southaven, Mississippi 38671

In Re: ALLTEL Mississippi, Inc.

Dear Ron:

During the course of bargaining towards the new Agreement between ALLTEL Mississippi, Inc. and the Communications Workers of America, the Company agreed on the two items listed below which are not reflected in the new labor agreement:

1. The Company will agree to provide additional, qualified HMO/PPO providers in our service area, during the open enrollment periods, as they become available.
2. The job titles of Warehouse Person and Customer Service Assistant are currently not populated, but should the Company choose to hire employees to perform these functions, such employees will be bargaining unit employees.

Per our discussion, this letter will be included with the new Agreement effective April 18, 2000.

Very truly yours,

A handwritten signature in black ink that reads "Katherine J. Warn".

Katherine J. Warn
Staff Manager – Labor Relations

Windstream Communications
50 Executive Parkway
Hudson, OH 44236-1676

Katherine J. Warn
Director, Labor Relations
t. 330.650.7456

March 24, 2010



Mr. Ron Tyree
Communications Workers of America
Local Union No. 3511
187 Stateline Road East, Suite 15
Southaven, MS 38671

RE: Windstream Mississippi, Inc.
Retail Sales Consultant

Dear Ron:

During the course of bargaining towards the new agreement between Windstream Mississippi, Inc. and the Communications Workers of America, the parties agreed to not include the references to the Retail Sales Consultant job title which appeared in the agreement and in Appendix A because the title is currently not populated. Should the Company in the future choose to hire Retail Sales Consultants, such employees will be bargaining unit employees. The current wage progression starts at \$8.63 and the top wage rate is \$13.93.

A Retail Sales Consultant who promotes to a higher paid classification shall receive a 5% wage increase. The employee shall be paid at such new rate until his/her next regular progression interval review date (which shall not change by reason of the promotion) at which date he/she shall progress to the next higher stated wage rate of the new higher wage schedule. The employee would then follow the wage progression steps.

Per our discussion, this letter will be included with the new agreement, effective April 18, 2010.

Sincerely,

A handwritten signature in blue ink that reads "Katherine J. Warn".

Katherine J. Warn

KJW:emk

**APPENDIX G
AGREEMENT**

BETWEEN

WINDSTREAM CORPORATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

COMMUNICATIONS WORKERS OF AMERICA

WHEREAS, Windstream Corporation (hereinafter referred to as “Windstream”)
maintains the Windstream Corporation Pension Plan, as amended and restated
(hereinafter referred to as the “Pension Plan”), and

WHEREAS, Windstream also maintains the Windstream Corporation 401(k) Plan,
(hereinafter referred to as the “401(k) Plan”); and,

WHEREAS, some present participants in the Pension Plan and 401(k) Plan, are
represented by local affiliates of the International Brotherhood of Electrical Workers or by
the Communications Workers of America and/or a local affiliate thereof, such
organizations being hereinafter collectively referred to as the “Labor Organizations”; and

WHEREAS, the Labor Organizations have conducted discussions with Windstream
relative to prospective participation in both the Pension Plan and the 401(k) Plan by those
represented by the Labor Organizations; and,

WHEREAS, such discussions have been solely on behalf of employees covered by a collective bargaining agreement with one of the subsidiaries of Windstream listed on Exhibit A hereto (to the exclusion of any other subsidiary company of Windstream); and,

WHEREAS, it is understood that the aforesaid discussions do not affect the continuing appropriateness of the historic, local bargaining relationships between the Labor Organizations and affiliate companies of Windstream; and,

WHEREAS, it is understood that discussions relative to the Pension Plan and/or 401(k) Plan may be entered into, on mutual consent, at any time;

NOW, THEREFORE, IT IS AGREED:

A. The Pension Plan, for those participants employed on February 29, 2012 and covered by a collective bargaining agreement on that date between one of the subsidiary companies listed on Exhibit A hereto and one of the Labor Organizations, shall be continued and maintained for the term of this Agreement without change in the provisions of said Pension Plan as those provisions existed on the effective date of this Agreement.

B. The participants in the Pension Plan referred to in Paragraph A, above, shall be permitted to participate in the 401(k) Plan on the following basis:

- 1. Employees will be permitted to make pre-tax (as defined for Federal Income Tax purposes) salary deferrals to the 401(k) Plan. The amount of the deferrals will be the same as for all other eligible 401(k) Plan participants.**
- 2. No employer contributions of any kind will be made to the 401(k) Plan.**
- 3. All other 401(k) Plan terms shall otherwise apply.**

C. Employees hired into bargaining units covered by this Agreement (those referenced on Exhibit A) on and after March 1, 2012 shall be excluded from participation in the Pension Plan, but shall be eligible to participate in the 401(k) Plan on the following basis:

- 1. Employee Contributions – 1% to 50% (in increments of 1%) of 401(k) Plan compensation, as defined by the 401(k) Plan (subject to maximum limits set by the Plan).**
- 2. Company Contributions – For those employed on the last day of the 401(k) Plan Year, a 100% match of the first 3% of the employee's contribution, plus 50% of the next 2% of the employee's contribution. (The employee contributions referenced in the prior sentence do not include catch-up contributions.)**
- 3. Participants that exceed the Highly Compensated Definition, adjusted annually by law, may be restricted in the amount that they are allowed to contribute to the Plan. However, they will be treated similarly to all other Highly Compensated participants.**
- 4. All other 401(k) Plan terms shall apply.**

D. Annually in February, beginning in 2012, Windstream will provide the Labor Organizations with a report which includes (a) the prior calendar year's financial performance of all investment options which were available to 401(k) Plan participants, and (b) the prior calendar year's rate of participation in the 401(k) Plan by those employees hired after February 29, 2012 into a position in a bargaining unit covered by this Agreement.

E. Upon request of Windstream or any affiliate company listed on Exhibit A, hereto, the Labor Organization(s) representing participants in the Pension Plan and 401(k) Plan, and enjoying a collective bargaining relationship with any affiliate company listed on Exhibit A, hereto, will execute any and all documents necessary to implement the above

and/or will execute documents waiving the right to bargain with respect to the subject of retirement benefits until August 31, 2015.

F. This Agreement and the provisions hereof are subject to the drafting of appropriate language for formal amendments to the Pension Plan and 401(k) Plan and the continued tax qualified status of both the Pension Plan and 401(k) Plan.

G. This Agreement is effective from March 1, 2012 through August 31, 2015.

IN WITNESS WHEREOF, the parties have caused the Agreement to be effective March 1, 2012.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: *Edwin Steel*
Date: 4-12-12

WINDSTREAM CORPORATION

By: *Katherine J. Allen*
Date: April 4, 2012

COMMUNICATIONS WORKERS
OF AMERICA

By: *Robert May*
Date: 4/13/12

EXHIBIT A

The subsidiary companies of Windstream Corporation referenced in the foregoing Agreement are as follows:

- Windstream North Carolina, LLC**
- Windstream Florida, Inc.**
- Windstream Mississippi, LLC**
- Windstream New York, Inc.**
- Windstream Ohio, Inc.**
- *Windstream Pennsylvania, LLC**
- Windstream Western Reserve, Inc.**
- **Windstream Kentucky East, LLC**
- **Windstream Kentucky West, LLC**

Employees of the above subsidiary Windstream companies represented by the Labor Organizations, as a part of a currently (March 1, 2012) recognized collective bargaining unit, are the only persons covered by this Agreement and the provisions hereof. Employees of Windstream subsidiary companies represented by the Labor Organizations, but not listed above, are not covered by or included within the provisions of this Agreement.

***Excluding employees of D & E Communications, Inc. represented by Local Union 1671 of the IBEW.**

****Only those current Windstream Kentucky, LLC bargaining unit employees that were not employed in a CWA bargaining unit position by Kentucky ALLTEL, Inc. on October 5, 2003, or in an IBEW bargaining unit position by Kentucky ALLTEL, Inc. on February 7, 2004, respectively.**