

VALOR TELECOMMUNICATIONS OF TEXAS, LLC  
d/b/a WINDSTREAM COMMUNICATIONS SOUTHWEST and  
WINDSTREAM COMMUNICATIONS OF KERRVILLE, LLC  
AND  
COMMUNICATION WORKERS OF AMERICA  
LOCAL UNION NO. 6171

**SETTLEMENT AGREEMENT**

The parties hereby agree to enter into a new Collective Bargaining Agreement, effective **March 1, 2024** and expiring **August 31, 2026**. The terms and conditions of the new Agreement will be identical to the terms and conditions of the expiring Agreement, except as set forth in the amendments below:

1. Revise Article 14, Section 14.1, as follows (remainder if Article 14 is unchanged):

14.1 Net Credited Service is the term used to express the aggregate of the years, months, and days of active employment. Active employment will include only that time for which the employee actually receives pay or is on authorized Union or military leave of absence, and will not include time for which the employee receives Workers' Compensation as a result of being totally and permanently disabled in excess of one (1) year. Active employment will be computed in terms of whole work days.

- a. Each employee of the Company on March 1, 2011 shall retain the net credited service to his/her credit on Company records as of that date. Subsequent active employment will be added to that credit.
- b. Any person hired after March 1, 2011 shall be credited, on hire, with no net credited service, except that any such person shall have his previous **net credited** service with Valor **and Windstream** (including any successor to Valor, but no other entity) bridged after 6 months of active employment in accord with paragraph 14.6, below.

2. Add new section 24.8 to Article 24, as follows:

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

3. Revise Article 19, Section 19.2, as follows:

19.2 Employees must work ~~the first~~ two weeks of the calendar year ~~(or at least two weeks after returning from a leave of absence that extends into the beginning of the new year)~~ in order to be eligible for vacation.

4. Revise the first paragraph of Article 32 as follows:

**32.1 Sick Pay Program, effective March 1, 2018-2024**

Windstream provides sick pay of up to ~~8~~ **seven (7)** days (~~64~~ **56** hours maximum) in a calendar year for absences due to the employee's own injury or illness and routine doctor appointments unless state law requires otherwise. Up to three (3) of these days may be used for the injury, illness or routine doctor's appointment for the employee's child. Whenever possible, employees should provide at least fifteen (15) days advance notice for routine doctor appointments. Windstream may request a doctor's note for any absence; however, absences of more than 3 consecutive workdays automatically require medical documentation for payment under the Sick Pay Program. Benefits for bargaining unit employees are outlined in their collective bargaining agreement.

5. Revise Article 32, Short Term Disability Appeal Process as follows:

If benefits are denied ~~based on Cigna's Short Term Disability claim decision~~, an Appeal may be submitted **under the Windstream Short Term Disability Appeal Process.** ~~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 New York Life, or their :-~~

~~**Cigna Group Insurance Disability Management Solutions**  
**P.O. Box 709015**  
**Dallas, TX 75370-9015**~~

~~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.~~

6. Revise Article 30 as follows:

30.1 Contract labor shall be held to **nine (9)** ~~seven (7)~~ percent of the aggregate bargaining unit work force. In cases of "emergencies", as defined in Article 34, the **nine (9)** ~~seven (7)~~ percent aggregate will be waived.

- 30.2 It is the Company's desire to retain its employees, and there is no intention to lay-off or part-time employees in order to replace them with contractors. Accordingly, the Company shall not subcontract work normally performed by Bargaining Unit employees, or new work, which the Bargaining Unit employees are qualified to perform. Further, it is recognized by the parties to this Agreement that in a rapidly changing, competitive environment of the telecommunications industry, the Company may deem it necessary to make operational changes based upon economic considerations, which could include the use of subcontractors or contractors.
- 30.3 The use of contractors shall not be used in an attempt to prevent payment of overtime to Company employees.
- 30.4 This Article 30 shall not apply to installation of central office equipment, burying drops, placing and splicing of new outside plant, locating cable, non-regulated competitive bid situations, air conditioning and other service contracts, and contract workers performing those functions shall not be included in determining the nine (9) ~~seven (7)~~ percent limitations.

7. Revise Protective Footwear MOA as follows:

#### **Protective Footwear**

This Memorandum of Agreement by and between Windstream Communications Southwest and the Communications Workers of America hereby reflects the agreement between the parties with respect to protective foot ware as follows:

This will confirm that during the life of this agreement, employees who are required to wear protective boots will be eligible for a one time reimbursement up to a maximum of ~~\$175~~ **\$200** for the purchase of OSHA required protective footwear. To qualify for the reimbursement employees must submit an itemized receipt showing proof of payment.

This Memorandum of Agreement is effective on the date of ratification of this agreement, and shall expire on February 29, 2024, and shall not survive the expiration for the Memorandum of Agreement unless agreed to by the parties in writing.

**COMPANY**

**COMMUNICATIONS  
WORKERS OF AMERICA**

By: \_\_\_\_\_

By: \_\_\_\_\_

8. Revise Article 25.2, as follows:

When an employee is sent out of town to work or attend meetings or school requiring an overnight stay, the Company will pay the employee a per diem of ~~\$44.00~~ **\$47.00** for each full day away overnight. This per diem shall cover all expenses other than lodging and transportation to and from the school, meeting or assignment. Lodging (room and tax only) shall be reimbursed by the Company. When such overnight assignments involve partial days out of the area, the Company shall reimburse the employee a partial per diem for meals purchased as follows: ~~\$10.50~~ **\$11.00** for breakfast, ~~\$12.50~~ **\$13.00** for lunch, and ~~\$24.00~~ **\$23.00** for dinner.

9. Revise Article 16.3 a.1 as follows:

a.1 The on-call premium will be paid as follows:

Scheduled Days -	<del>\$22.50</del> <b>\$26.00</b> from midnight to midnight
Non-scheduled Days -	<del>\$29.00</del> <b>\$32.50</b> from midnight to midnight
Holidays -	<del>\$36.00</del> <b>\$39.50</b> from midnight to midnight
Work Week -	<del>\$164.00</del> <b>\$171.00</b> from 12:01 A.M. Sunday to midnight Saturday

10. Revise Article 16.4 (c) as follows:

~~In-Charge~~ **Lead Pay**. When an employee is required and designated by the Company to exercise independent judgment and direct the flow of work of others and accept the responsibility of same, the employee shall receive a differential of ~~\$1.25~~ **\$2.00** per hour so designated and worked provided such assignment is for a period in excess of one (1) full hour.

11. Revise Article 29, ~~Pension~~, Retirement as follows:

29.1 The pension plan for the employees of the Company covered by this Agreement shall be the plan as outlined in the Windstream Pension Plan, as amended or as may be amended thereafter. The Valor Telecommunications Enterprises, LLC Pension Plan was merged into the Windstream Pension Plan on December 31, 2006. (See 'Kerrville Integration' Memorandum of Agreement with reference to pre-2003 accruals for Kerrville employees.)

~~29.2—During the term of this Agreement, the Company agrees that no changes will be made in the Windstream Pension Plan without prior concurrence of the Union.~~

~~29.3—All employees hired prior to March 1, 2014, shall be covered by the provisions of the Windstream Pension Plan that covered them on the effective date of this Agreement through the expiration of this Agreement. All employees hired prior to March 1, 2014 shall also be permitted~~

~~to participate in the Windstream 401(k) Plan consistent with the Plan Terms. Employees hired before March 1, 2014 shall also be eligible for a Supplemental Employer Matching Contribution under the Windstream 401(k) Plan equal to 50% of the first 6% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral Contributions for the year.~~

29.2 Employees hired after February 28, 2014 **and employees whose accruals were frozen in the 2018 and 2020 Employee Retirement Plan Choice**, shall be entitled to participation in the Windstream 401(k) Plan consistent with Plan terms. Upon successful completion of the probationary period described in this contract, employees hired after February 28, 2014 shall be eligible for a Supplemental Employer Matching Contribution under the Windstream 401(k) Plan ~~on the same basis as nonbargaining employees.~~ equal to (a) 100% of the first 3% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral Contributions for the year, plus (b) 50% of the next 2% of the employee's compensation that he contributes to the Windstream 401(k) Plan as Salary Deferral Contributions for the year.

~~29.5 — As soon as administratively practicable following the end of the year, the Supplemental Employer Matching Contribution (as set forth in Paragraphs 29.3 and 29.4 above) shall be made by the Company to the Windstream 401(k) Plan and allocated to each eligible employee. An employee is eligible to receive Supplemental Employer Matching Contribution only with respect to the employee's compensation (as defined in the Windstream 401(k) Plan) for the portion of the year that is attributable to the period when the employee was covered by this Agreement, subject to IRS rules adopted by the Windstream 401(k) Plan regarding payment after termination of employment and IRS compensation limits. For purposes of this paragraph, (i) "retired" means termination of employment on or after age 65 or after what would have been early retirement under the Windstream Pension Plan if the employee had been eligible to participate under the Windstream Pension Plan and (ii) "disabled" means disabled under the Company's long term disability plan."~~

**29.3 Effective January 1, 2025 or as soon as administratively practicable thereafter, the Pension Plan shall be frozen to all accruing employees covered by the collective bargaining agreement on that date. For purposes of clarity, any employee who is an accruing participant in the Pension Plan on January 1, 2025, (i) shall have an accrued benefit determined under the Pension Plan as if the Impacted Employee had terminated employment as of December 31, 2024; and (ii) shall continue to accrue vesting years of service for purposes of vesting and early retirement eligibility under the Pension Plan. For purposes of clarity, employees hired into bargaining units covered by this Agreement on or after March 1, 2014 are not eligible to participate in the Pension Plan and other employees elected to freeze their accruals and participate in the 401k plan pursuant to the Employee Retirement Plan Choice in the March 1, 2017 and March 1, 2020 contracts. Employees whose Pension is frozen pursuant to this Section 29.3 shall receive a one-time lump sum contribution to their 401k Plan of \$12,000. Such contribution shall be made as soon as administratively practical after January 1, 2025.**

**29.4 All employees who are not accruing a Pension shall be eligible to participate in the 401(k) Plan on the same basis as nonbargaining employees.**

**29.5 This provision is 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) Plans.**

**29.6 New employees shall be automatically enrolled in the Windstream 401k at the rate of 2% of eligible 401k wages unless employee chooses a different amount.**

**29.7 Employees who are eligible to receive a single life annuity from the Pension Plan will have the option to select a "Lump Sum Payment Option". The amount and availability of the Lump Sum Option and all benefits under the Plan is governed by the provisions of the Plan and is subject to the Internal Revenue Code and related regulations. Any payment received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions interpretation and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in this Collective Bargaining Agreement.**

12. Remove the Lump Sum Payment Option MOA (Pg. 116) from the contract book

13. Add to the contract book the following MOAs (attached):

- Constructions Techs (added to Wage Schedule F)
- Material Coordinators (added to Wage Schedule B)
- Buried Drop and Cable Locator (create new Wage Schedule H)

14. Revise the FST MOA as follows:

A new job title and wage schedule Field Service Technician ("FST"), shall be established. As soon as practical after ratification, employees holding the FST job title shall receive a one-time lump sum payment of 3.5% of their base pay. The following wages shall apply to Field Service Technicians upon ratification until March 1, 2025:

Start	\$16.00
<b>6 Months</b>	<b>\$16.90</b>
12 Months	\$17.80
<b>18 Months</b>	<b>\$18.50</b>
24 Months	\$19.60
<b>30 Months</b>	<b>\$20.50</b>
36 Months	\$21.40
<b>42 Months</b>	<b>\$22.30</b>
48 Months	\$23.20
<b>54 Months</b>	<b>\$24.10</b>
60 Months	\$25.00

**Effective on March 1, 2025, the following wages shall apply to Field Service Technicians:**

<b>Start</b>	<b>\$16.90</b>
<b>6 Months</b>	<b>\$18.00</b>
<b>12 Months</b>	<b>\$19.10</b>
<b>18 Months</b>	<b>\$20.20</b>
<b>24 Months</b>	<b>\$21.30</b>
<b>30 Months</b>	<b>\$22.40</b>
<b>36 Months</b>	<b>\$23.50</b>
<b>42 Months</b>	<b>\$24.60</b>
<b>48 Months</b>	<b>\$26.00</b>

1. For the term of this agreement, the Company may hire employees onto any tier of this schedule based upon the candidate's experience and skill or market condition.
2. The responsibilities of the FST shall primarily be installation, upgrade orders and trouble tickets.
3. Employees employed in this job title will not exceed thirty-five (35%) of the CST employees employed in any Division covered in this contract. When the number of FSTs exceeds thirty-five (35%) of the total CST workforce in any Division an FST in that Division will be promoted into a CST position in accordance with Article 24.

Union

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4. This wage schedule is not subject to annual percentage wage increases. Once an FST reaches top wage, the FST will receive the same annual percentage increase as employees on other wage scales. Two years after reaching top wage FSTs will be promoted to CSTs and will assume the wage on Schedule F that is closest to and above their FST rate.

5. Should a force reduction be necessary, Field Service Technicians will be laid-off before any CSTs in the Bargaining Unit.

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

7. In the event of a layoff, any employee that was hired before March 1, 2020 that is subsequently recalled into an FST or CST position shall be recalled to the F Wage Schedule.

8. Overtime will be offered to CSTs in the same work group prior to being offered to Field Service Technicians.

9. FSTs will be given preference on a posted CST position prior to the Company hiring from outside the bargaining unit.

10. If a Field Service Technician job is posted and awarded to an employee hired before March 1, 2020, the employee will hold the CST title and be paid according to the CST wage schedule.

11. FSTs promoted to the CST position shall be paid at the F Wage Schedule step closest to and above their prior rate of pay.

12. If no successor memorandum is mutually agreed to during negotiations in ~~2024~~ 2026, any FST will be placed on the F schedule at the step closest and above their current rate of pay.

13. Wages applicable to all job titles except FSTs, Buried Drop Techs and Cable Locators:

- a. Year 1 –
  - i. Retention Lump Sum Payment 3.0% of Base Pay - Paid as soon as practicable after ratification.
  - ii. General Wage Increase of 2%, effective March 1, 2024
- b. Year 2 – 4% General Wage Increase
- c. Year 3 - 2% General Wage Increase

**Executed and agreed to this 29<sup>th</sup> day of February, 2024:**



Company

