

Union Proposal: UP 2.2

Article : MOA Construction Technician Classification

Date: 4:42 PM

Time: 8/18

TR 8/19
10:21
EJ
THJ2

Union Counter to Company Counter to UP 2 and Amended CP29 Re: MOA Establishing Construction

5. Construction Technicians that are deployed at Company locations outside exchanges covered by the bargaining unit for more than twenty-one (21) consecutive calendar days may return to their regular reporting locations one weekend week every three weeks, beginning on the Friday after the twenty-first consecutive calendar day of deployment. ~~Such weekend travel shall commence after the end of the Friday work day and end at the beginning of the following Monday workday~~ Travel expenses shall be paid pursuant to the contract.

7. CCL

9. Construction Technicians that bid for and are awarded Field Service Technician positions will hold the CST title and receive CST wages.

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The Union Reserves the Right to Modify, Add, or Delete any of its Proposals

Date: _____ Time: _____
2nd Company Counter to UP 12 Re: Article 16.3 Premium Payments

8/20/26

10:06 am

TH

ED

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

Scheduled Days - \$ 26.00 from midnight to midnight

Non-scheduled Days - \$ 32.50 from midnight to midnight

Holidays - \$ 39.50 from midnight to midnight

Work Week - ~~\$171.00~~ **\$185.00** from 12:01 A.M. Sunday to
midnight Saturday

8/10/26
Date: ~~8/10/26~~
Company Counter to UP 5

Time: 10:10am

MOA Regarding Protective Footwear

8/12/26 - tk

A handwritten signature in black ink, appearing to be 'JL' followed by a large, stylized 'A' or 'E'.

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 \$200 **\$250** for the purchase of OSHA required protective footwear. To qualify for the reimbursement employees must submit an itemized receipt showing proof of payment.

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8/19/26 2:39pm
T H J L

COMPANY PROPOSAL #19 ARTICLE 36 - DURATION

36.1 This Agreement shall be effective **September 1, 2026** ~~March 1, 2024~~, and shall remain in effect for an initial period to and including **August 31, 2029** ~~August 31, 2026~~, and shall continue in effect thereafter unless terminated by a sixty (60) day prior written notice given by either party to the other, in which event this Agreement shall terminate sixty (60) days following the receipt of such notice.

36.2 At any time after sixty (60) days prior to the expiration of the initial term, either party may serve written notice on the other party of its desire to negotiate revisions, changes, modifications and amendments to this Agreement. In such event, the parties agree to commence collective bargaining within thirty (30) days after receipt of such notice by other party unless mutually agreed otherwise. Both parties agree to make bona fide bargaining attempts to resolve any differences during such negotiations.

It is mutually agreed that no notice of termination of this Agreement shall be given by the party having given notice of desire to amend prior to thirty (30) days after the beginning of such period of bargaining upon amendments. It is further agreed, however, that a notice of termination given under this provision of this Article shall be effective to terminate this Agreement thirty (30) days following receipt of such notice by the other party rather than as set forth in this Article 36.1.

36.3 The Company shall provide the responsible CWA Staff Representative a complete "Draft" copy of new contract within thirty (30) days after ratification by the Local membership and the Union shall respond to the Company within twenty (20) days of its receipt of the "Draft", indicating its agreement with the "Draft" or the portions with which it disagrees and specifying how it believes the disputed portion(s) should read.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this _____ ~~1st day of March 2024~~.

Union Counter Proposal: CP 11.1

Article: 25 – Board and Lodging

Date: 8/11/26

Time: 10:17 am

TA 8/11/26
3:03 PM
SL
EAD

Counter to COMPANY PROPOSAL #11 REGARDING ARTICLE 25 - BOARD AND LODGING

25.1 Located employees may be, ~~from time to time~~, **temporarily** assigned by the Company to work or attend meetings or schools in a town other than the town in which they are located.

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8/19/26 2:38pm
TAL

Date:

Time:

Amended Company Proposal #4 Re: ARTICLE 15 - WAGES

- 15.1 All employees shall be paid in accordance with the Company schedule, subject to applicable local, state and federal laws. ~~bi-weekly.~~



Date: 8/20/26

Time: 7:56pm

8:02pm

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

TASL

Union Counter Package Proposal 8/20/2026

The Company submits this is a Package Proposal. This proposal cannot be accepted piecemeal. It can only be accepted as a package. This package does not affect any TA's already signed which shall remain unaffected by this Package.

1. Wages (including FST, Buried Drop and Cable Locators):
 - 3% effective on January 1, 2027
 - 3% effective on January 1, 2028
 - 3% effective on January 1, 2029
2. The Parties agree to add the following to the Arbitration Procedure MOA: (3) The Union shall upon request by the Company provide:
 - i. any notice of appeal (including higher level appeals) that was filed;
 - ii. Notice of any extensions regarding the Union appeal process.
3. Union accepts:
 - Amended CP #15 & 22 – Contractor Cap Increases to 12%
 - CP#28 – Employee Concession
 - CP#31 – Retiree Medical Health Benefits
 - Co. Counter on UP13 Re: Per Diems
4. Company Withdraws:
 - CP#16 – Healthcare
 - CP#26 – Medical Reimbursement
 - CP#14 - Pensions
5. Company accepts revised UP10 as proposed on 8/12 @ 4:57PM (Bereavement)
6. Union withdraws UP#15 – Annual Bonus
7. Parties agree to renew all other MOA's as set forth in Union Counter to CP#30 (except Retiree Medical Health Benefits MOA which shall be amended as set forth above)
8. Parties withdraw all other pending Proposals.

TD 8/20
8:02 PM
ESL

~~The Union Reserves the Right to Modify, Add, or Delete any of its Proposals~~

Date: _____

Time: _____

Company 3rd Counter to UP14 Re: FST MOA

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:

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

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.

12. If no successor memorandum is mutually agreed to during negotiations in 2029, any FST will be placed on the F schedule at the step closest and above their current rate of pay.

Union Proposal: UP19

Article: MOA Buried Drop Technician and Cable Locator

Date:

Time:

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

Memorandum of Agreement

Valor Telecommunications of Texas, LLC d/b/a/Windstream Communications Southwest and Windstream Communications of Kerrville, LLC (Company) and the Communications Workers of America, Local 6171(Union) hereby agree to establish the position of Buried Drop Technician and Cable Locator as follows.

1. Establish Buried Drop Technician and Cable Locator titles with the following wage schedule:

Buried Drop Technician Cable Locator	
Start	\$16.00
Year 1	\$17.80
Year 2	\$19.60
Year 3	\$21.40
Year 4	\$23.20
Year 5	\$25.00

2. This wage schedule is not subject to annual wage increases. In the year the employee reaches the top wage, the employee will receive the general annual percentage increase.
3. Buried Drop Technicians and Cable Locators who bid on an FST position will be awarded the position prior to the Company hiring from outside the Bargaining Unit. Seniority shall be the deciding factor.
4. All terms and conditions of the collective bargaining agreement not in conflict with this Memorandum of Agreement shall apply to the Buried Drop Technician and Cable Locator positions.
5. The terms and conditions set forth in the Memorandum of Agreement shall terminate on expiration of the collective bargaining agreement unless agreed to by the parties.

Company

Communications Workers of America

Date: _____

Date: _____

Amended Company: CP 15.1 & CP22.1
Article: 30 Contract Labor and Contract Labor Reporting MOA
Date:
Time:

**Union Counter to COMPANY PROPOSAL #15
Re: ARTICLE 30 - CONTRACT LABOR**

30.1 Contract labor shall be held to ~~nine (9)~~ **twelve (12)** percent of the aggregate bargaining unit work force. In cases of "emergencies", as defined in Article 34, the ~~nine (9)~~ **twelve (12)** percent aggregate will be waived.

CCL

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)~~ **twelve (12)** percent limitations.

**CONTRACT LABOR REPORTING
MOA**

The Company and the Union agree to administer the reporting of Contract Labor by using the following specifics:

1. The base for calculating the ~~seven~~ **twelve (12)** percent cap will be determined monthly. The number of employees in the bargaining unit will be determined by the number of employees on the payroll in the second payroll period of each month for the succeeding month.

**Company Proposal #28 Regarding MOA on Employee Concessions:
MEMORANDUM OF AGREEMENT**

between

**Valor Telecommunications of Texas, LLC
d/b/a Windstream Communications Southwest and
Windstream Communications of Kerrville, LLC
and
Communications Workers of America**

EMPLOYEE CONCESSION

The Union will receive the same employee concession as available to nonbargaining employees on ~~March 1, 2024~~ and this will not change over the term of the contract.

COMPANY

**COMMUNICATIONS
WORKERS OF AMERICA**

By:
Its:

By:
Its: CWA Representative

Date: _____
Company Proposal #31

Time: _____

MEMORANDUM OF AGREEMENT
between
Valor Telecommunications of Texas, LLC
d/b/a Windstream Communications Southwest and
Windstream Communications of Kerrville, LLC
and
Communications Workers of America

RETIREE MEDICAL HEALTH BENEFITS

Valor Telecommunications of Texas, LLC, d/b/a Windstream Communications Southwest, hereinafter referred to as the Company, and the Communications Workers of America, hereinafter referred to as the Union, agree to provide retiree medical benefits for eligible employees that retire after March 1, 2020 and **before** February 29, 2024 with a service or disability pension under the Windstream Pension Plan and their eligible dependents.

1. The level and type of Retiree Medical Benefits for the eligible participants and the Companies' contribution toward the cost of such benefits shall be as in effect July 1, 2010.
2. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the retiree medical premium exceeds the company contribution amount ("Retiree Contribution Amount").
3. The level and administration of the Windstream Retiree Medical Benefits; retiree medical benefits; amount or cost of premiums, premium pricing mechanisms; the company contribution amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. Employees hired on or after March 1, 2002, shall not be eligible for the Retiree Medical Benefits contained in this Memorandum of Agreement.
5. The Company agrees to notify the Union and to discuss its actions should the Company determine that the funding or operation of the plan and/or applicable sections of this Memorandum of Agreement, need to be modified or rescinded prior to the expiration of the Articles of Agreement. This notification will take place, in writing, within fifteen (15) calendar days prior to the date of modification or rescission. This notification will specify the cause for and affect of this action.

If the parties are unable to reach agreement on such changes, the funding or operation of the plan and/or applicable sections of this Memorandum of Agreement, those sections relating to the level and type of retiree medical benefits will be modified or rescinded at the Company's discretion.

6. This Memorandum of Agreement is effective on **September 1, 2026** ~~March 1, 2024~~, and shall expire on August 31, ~~2029~~ 2026. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to retiree medical health benefits shall terminate on August 31, 2026⁹, and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

- ~~7. The Parties are currently in litigation in the following case: Windstream Corporation et al. vs. Danny Ammons et al./Communications Workers of America, AFL-CIO vs. Valor Communications, No. 4:09-CV-953JLH in the U.S. District Court for the Eastern District of Arkansas (the "Litigation"). By entering into this Agreement, the Parties, do not waive any position, claims or defenses in the Litigation, whether based on statute, contract, or common law, and specifically reserve their rights to assert all such claims and defenses. In short, the 2011 negotiations concerning this MOA, as well as the results of those negotiations, are entirely immaterial to and do not in any way impact the Litigation.~~

Date: _____

Time: _____

2nd Company Counter to UP 13 Re: Article 25 Board and Lodging

25.2 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 ~~\$47.00~~ **\$48.00** 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: \$11.00 for breakfast, ~~\$13.00~~ **\$13.50** for lunch, and ~~\$23.00~~ **\$23.50** for dinner.

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Union Proposal: UP 10
Article: Article 27
Date: 8/12/26
Time:

ARTICLE 27 ABSENCE FROM DUTY

27.5 Death in Family. In the event of a death in the immediate family, or the employee's aunt, uncle, **niece and nephews** a Regular Full-time employee shall be granted time off without loss of pay for a period not to exceed five (5) days. The amount of time off depends upon the circumstances of each case.

27.8 "Immediate family or household" for the purpose of this Agreement shall be interpreted to mean spouse, father, mother, brother, sister, son, daughter, **(including pregnancy loss of employee or employee spouse)**, son-in-law, daughter-in-law, any generation of grandparent, grandchildren, stepmother, stepfather, stepbrother, stepsister, or stepchildren of an employee or anyone so related to the employee's spouse or anyone who lives in the immediate household as a member of the family.

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Union Counter Proposal: CP 30.1

Article: MOA

Date: 8/20/26

Time:

Union Counter to Company Proposal #30 - Renew the Following MOA's:

- **Arbitration Procedure**
- **Classification**
- **Common Interest Forum (CIF)**
- Drug and Alcohol Policy
- **Evolving Technologies**
- FMLA
- Force Adjustment Boundaries
- **Force Adjustment Bumping Restrictions**
- **GPS**
- Home Dispatch
- Integration of Kerrville
- **Jobs of the Future**
- **Medical Reimbursement Plan and Dependent Care Reimbursement Plan**
- Non-Precedent Setting Agreement
- **Overtime**
- Retail Sale Consultant Incentive Compensation Plan
- Retiree Medical Health Benefits
- Sales Initiatives Program
- Tuition Reimbursement Plan
- **Windstream 401K Plan**
- **Windstream Group Health and Welfare Benefits Plans**
- Employee Retirement Plan Choice
- Healthcare
- Material Coordinator MOA

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