



**2023**  
**Southeast Care**  
**Labor Agreement**

Communications Workers of America  
District 3



and

DIRECTV Customer Services, LLC

Effective February 11, 2023 through February 20, 2027

# 2023 SOUTHEAST CARE LABOR AGREEMENT

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ARTICLE 1  
AGREEMENT

THIS AGREEMENT is made and entered into effective the **11<sup>th</sup>** day of February, **2023** by and between **DIRECTV** Customer Services, **LLC** (hereinafter referred to as the "Company," the "Employer," or "Management") and COMMUNICATIONS WORKERS OF AMERICA, (hereinafter referred to as the Union).

ARTICLE 2  
RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those covered employees in CWA District 3. The term covered employee and/or employees as used in this Agreement shall mean, those employees within the job titles set forth in Appendix A, but excluding Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act.

Section 2.

- a. The Company shall have the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate; and to subcontract any work.
  - (1) The Company shall notify the Union in writing of any newly created classifications or titles, the duties established therefore, and the temporary wage rate.
  - (2) Upon such notification the Company shall be free to staff such positions.
- b. The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) days from the date such negotiations commenced.
  - (1) If an agreement is reached by the parties within the said sixty (60) days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.

- (2) If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible but no later than thirty (30) days following conclusion of negotiations.
  - (a) If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
  - (b) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.
- (3) The mediator used in the mediation process referred to in paragraph (2) above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

ARTICLE 3  
CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week. A regular employee is one whose employment is reasonably expected to continue for longer than fifteen (15) months.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work **more than nineteen (19) but** less than forty(40) hours per week.

**Initially, for new hires and/or transfers to a part-time classification, the "average equivalent workweek" is established at twenty-eight(28) hours per week.**

**The average equivalent workweek of each part-time employee shall be reviewed by the Company no less often than every twelve (12) months, normally to occur in October, with changes in the average equivalent workweek effective January 1<sup>st</sup> of the following year.**

**In determining whether such adjustment is appropriate, for employees who have been classified as part-time for six (6) months or greater, the Company will consider the actual average number of hours worked as a part-time employee per week during the preceding twelve (12) month period, rounding the result to the next higher whole number.**

**Employees who have less than six (6) months in a part-time classification will continue with their current average equivalent workweek, set at their time of hire or transfer, until the next review period.**

Section 3. The Company shall have the right to reduce employee classifications from full-time to part-time or to increase employee classifications from part-time to full-time. Should the Company deem it appropriate to reclassify full-time employees to part-time employees, it will seek volunteers from the affected group and then force in reverse order of seniority.

Section 4. A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than fifteen (15) months. The termination of the employment of such temporary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 5. Agency workers and independent contractors shall not be deemed to be employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement.

## ARTICLE 4 AGENCY SHOP

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the laws of the states covered by this agreement.



ARTICLE 5  
DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of the standard Union dues and CWA COPE-PAC through payroll deduction from the employee's pay, upon receipt of a written **or electronic** authorization form signed by the employee and delivered **electronically** by the Union to the Company. This authorization shall continue in effect until cancelled by **electronic** notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. The union shall indemnify, save and hold harmless the Employer against any form of loss or liability arising out of any action taken or omitted to be taken by the Employer at the request of the Union under this section.

Section 2. The Company shall bear the full cost of dues deduction and CWA COPE-PAC as set forth in Section 1., except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 6  
MANAGEMENT RIGHTS

Subject to applicable law, all rights possessed by the Employer prior to the recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Employer.

ARTICLE 7  
GRIEVANCE PROCEDURE

Section 1. All complaints or prospective grievances by the union shall normally be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded **electronically** in accordance with the following:

## STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

## STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, within thirty (30) workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The meeting may be done by phone. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than thirty (30) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional thirty (30) days upon written notice to the Union.

Section 10. Grievances which involve true intent and meaning of any provisions of this Agreement may be submitted to the designated Company Representative as an Executive Level Grievance and initiated for the Union only at the District level.

ARTICLE 8  
INTENTIONALLY BLANK

## ARTICLE 9 ARBITRATION

Section 1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement or other Letters of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 7, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. A panel of at least **5** but no more than **7** qualified arbitrators will be selected by the parties. Arbitrators on this panel must be a member of the American Arbitration Association (hereinafter "AAA") and act in accordance with their rules. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties from the AAA membership. Arbitrators will be **randomly** assigned **to** cases by the parties.

The compensation and expenses of the arbitrator, and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Section 4. Whenever the Union notifies, in writing, the Company of the election to arbitrate is involved in the Union's internal appeal's process and that the notice to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event the appeal is upheld, the parties agree that:

- a. The Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time the Union shall notify the Company of its intent to arbitrate.

- b. If the appeal is denied, the Union shall also notify the Company of the withdrawal of its previous notice of election to arbitrate the subject grievance.
- c. The Union shall promptly appeal the decision within its internal appeal process to the next scheduled convention, but in no event shall the extension be greater than 18 months. Matters exceeding 18 months will be deemed withdrawn.
- d. Back pay and benefits, if awarded, will be limited to one (1) year from the occurrence giving rise to the grievance where provisions of this section are used to extend time periods.

Section 5. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement.

Section 6. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.

Section 7. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 8. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.



ARTICLE 10  
NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

Section 3. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1. of this Article.

Section 4. The Company agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE 11  
SENIORITY

Section 1. Seniority, as used in this Agreement, is defined as Net Credited Service as determined by the Administrative Committee.

Section 2. If more than one (1) employee has the same Seniority date, the last four digits of the Social Security Number (**SSN**) will be used to establish the ranking. The employee with the lowest number will be considered the most senior. **If more than one (1) employee has the same Seniority Date and the last four (4) of the SSN, the middle two (2) digits will be used to establish the ranking. The employee with the lowest two (2) middle digits will be considered the most senior.**

## ARTICLE 12 HOURS OF WORK

Section 1. Full-time employees will normally be scheduled to work forty (40) hours per week which may be spread over any five (5) days within the calendar week; however, if the Company determines emergency business needs require, other schedules may be used on a temporary basis. Management will provide the local Union Representative and the affected employees with an explanation of the business needs and the expected duration of the temporary condition.

Section 2. The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company, however:

- a. The Company, except as provided in b. and d. below, will assign work schedules on the basis of seniority as defined in Article 11.
- b. In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications. Management will provide the local Union Representative and the affected employees with an explanation of the underlying business needs requiring such scheduling and the expected duration. Management will also convey its plans to prepare less senior employees to qualify for such work schedules.
- c. Work schedules for the next calendar week shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work prior to 12 noon of each Friday (the Company will endeavor to post schedules for the next two weeks prior to 12 noon of each Friday). Such schedules shall include the starting and ending time of each of the tours making up the scheduled workweek. For tours longer than five (5) hours, such schedules will also include the length of the period to be allowed for meals.

If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.

- d. If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted work schedule, the Company may schedule or reassign schedules in any manner that it deems most

expedient, but will first attempt to staff the changed schedule with volunteers and then assign employees by inverse seniority. Whenever possible, the Company will notify employees forty-eight (48) hours in advance of the need for such schedule changes.

- e. A work schedule for an employee may be changed if the employee so requests and the Company approves such request.
- f. When a New Hire Class is ready to be integrated into the Call Center (after all training is completed), the Company will initiate a mini-shift bid to integrate the New Hires into the existing schedule.
  - (1) Management will identify open slots that need to be filled.
  - (2) Prior to placing new hires into these open slots, management will make them available for any other employee in the center to bid on the open slots.
  - (3) Management will assign employees who have bid on open slots based on seniority order.
  - (4) New Hires will then be slotted into remaining available slots based on seniority until the next full shift bid.
  - (5) Any slots that become available as a result of the mini-shift bid will be filled with New Hires. All other employees will remain on their existing schedules until the next full shift bid.

Section 3. Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work. Such breaks shall be scheduled at the discretion of the Company.

Section 4. Employees shall be entitled to work provided that the physical condition and conduct of the employee permit such employee to satisfactorily perform the work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. It is not possible to specifically evaluate "a sufficient period of time for adequate rest," as this is dependent upon the nature of the work being performed, the conditions under which the work is performed, and the employee's physical condition. In general, under ordinary circumstances, sixteen (16) hours of work may be performed without an intervening period of rest. Normally eight (8) hours should be allowed for adequate rest between such a work period and the next work period.

Section 5. Employees who work in call centers and the Distribution Center will be able to select, in seniority order, from the available tours at least once every six (6) months.

## ARTICLE 13 WORK ASSIGNMENTS

Section 1. The Company shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In making this determination, the Company shall first give consideration to qualified internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in such a fashion as to be accessible by employees. The posting shall include the title, pay range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days.

Section 2. In connection with Section 1. above, employees who have met a twelve (12) month time-in-title and location requirement shall be afforded the opportunity to submit to the Company a form on which they may identify their interest in being considered for vacancies which occur in the Bargaining Unit.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have forms on file relating to the vacancy in question. In selecting the employee to fill the position, the Company will first give due consideration to the candidates' qualifications and past performance and where those factors are relatively equal, in the judgment of the Company, it shall consider seniority.

Section 4. The Company agrees to provide the Union, in writing, the names and titles of all candidates selected under this Article, by the fifteenth (15<sup>th</sup>) calendar day after any such selection is made.

Section 5. Nothing in this Agreement shall be applied or interpreted to restrict the Company in the exercise of its right to hire, promote or transfer; and, to the extent the needs of the business require, to have Bargaining Unit work performed by its supervisory personnel, or its right to make sales assignments without limitations.

## ARTICLE 14 FORCE ADJUSTMENT

Section 1. In the event that the Company determines that a surplus exists and a decrease in the work force becomes necessary, the Company will first advise the Union in writing prior to notifying the affected employee(s). The affected employee(s) will be notified not less than thirty (30) calendar days prior to the date the employee(s) is to be laid off. In matters involving the surplus of fifty (50) or more employees at a single location, the Company will provide the employees sixty (60) days advance notice of the surplus.

Section 2. Under the circumstances set forth in Section 1., the Company will offer regular employees the opportunity to voluntarily resign and receive a severance payment as provided for in Section 5. If applied, this will be offered in seniority order, up to the number necessary to alleviate the surplus.

Section 3. Under the circumstances set forth in Section 1. and after the application of Section 2., regular employees will be given preference, in accordance with their seniority, subject to their skills and experience, to perform the remaining work in the event of a reduction in force. Temporary employees will be laid off under these circumstances before applying this seniority policy to regular employees.

Section 4. If a surplus remains after application of Section 3. preceding, any remaining active surplus regular employees will be given priority placement for laterals\* and downgrades\* for which they are qualified, by order of seniority, to fill any available job vacancies within the Bargaining Unit. For the purpose of this Section if there are no equal level or lower level vacancies for which the employee is qualified within thirty-five (35) miles of the surplus location, the surplus employee can decide to resign and receive a severance payment under Section 5 of this Article. In cases where the work is moved more than seventy-five (75) miles, the Company may offer a relocation incentive.

- \* Downgrades: Movement to a wage scale that has a lower top rate than the current position.
- \* Laterals: Movement to a wage scale with the same top rate as the current position.

Section 5. Severance Payments. If the Company determines that a surplus exists as described in Section 1. preceding, resulting in the layoff of a regular employee, that employee shall be eligible for a \$700 Severance Payment or payment equivalent to one week's wages (whichever is greater) for each completed 6 months of Continuous Service during the first year of employment and an additional \$700 or payment equivalent to one week's wages (whichever is greater) for each subsequent completed year of Continuous Service, up to a maximum of **\$20,000**.

Section 6. For purposes of this Article, "Continuous Service" means the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of Continuous Service is not broken by a leave of absence. For employees who were on the payroll or on an authorized leave of absence as of February 1, 2001, and who remain in the continuous active service of the Company, their Net Credited Service in whole years (as determined by the Administrative Committee) upon the effective date of their termination shall be considered their period of Continuous Service with regard to the application of the provisions of this Article.

Section 7. A former surplus employee who has been laid off and who files an application for employment will be given priority consideration over off-street applicants for vacancies for which he/she qualifies for a period of two (2) years from the date of layoff. The Company will maintain a process that identifies laid off employees who have employment applications on file for the period required.

ARTICLE 15  
NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, sex, national origin, age, marital status, sexual orientation, gender identity and expression, or because of an employee's position or membership/non membership in the Union or lawful activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam Era, or other protected classifications recognized by Federal or applicable state/local law.

Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination.



## ARTICLE 16 SAFETY

Section 1. Safety and health is a mutual concern of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees, in order to provide for their own safety and health and that of their fellow employees, customers and the general public.

To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee known as the Safety and Health Committee. The committee shall consist of not more than **two (2)** representatives each from the Company and the Union (to be appointed by the Company and the Union, respectively). This committee shall meet **virtually** from time to time as required, but at least annually and more often as mutually agreed upon by the parties.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding the occupational safety and health matters.

The committee shall focus on all matters pertaining to occupational safety and health, including ergonomic concerns in the workplace. It shall also consider existing practices and rules relating to safety and health and formulate suggested changes in design and adoption of new practices and rules.

In connection with the Safety and Health Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.

Section 2. None of the terms of this Agreement shall be applied or interpreted to restrict the Company from taking whatever actions are deemed reasonably necessary to fully comply with laws, rules and regulations regarding safety, and grievance and arbitration provisions of this Agreement shall not apply to any such actions. Discipline for failure to observe safety rules shall be grievable and arbitrable under the terms of this Agreement. Other matters relating to safety may be raised under the informal complaints provisions of Article 7, Grievance Procedure, and cannot otherwise be raised under the grievance and arbitration provisions of this Agreement.

Section 3. When a state or local government declares a State of Emergency, the Company will consider the circumstances of the event that prompted that declaration prior to disciplining the impacted employees for tardies and absences caused by the event. The Company will consider information provided by the employee regarding the State of Emergency for any impact to attendance related discipline.

ARTICLE 17  
COMPANY-UNION RELATIONSHIP

Section 1. 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 ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

The Company will notify the Union when new employees enter the Bargaining Unit. During the orientation of new hires, **whether virtual or in center**, each party will bring to the attention of new employees the relationship between the parties and the Union's status as exclusive representative of those employees in the Bargaining Unit.

The Company may allow the Union to display CWA shield logos, as provided by the Union in mutually agreed to Company owned locations.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

Section 3. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

Section 4. Union representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union representative's supervisor at least five (5) working days in advance, whenever possible. In determining whether to grant such requests, the Company shall give due consideration to service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.

Section 5. Time off for Union activities will be limited to **300** hours per calendar year per Union representative except that up to two (2) representatives per local may each be granted up to 960 hours per calendar year for Union activities. When a member of the local also serves as the Local President, up to three (3) **additional** Union representatives per local may each be granted up to **480** hours per calendar year for Union activities. However, those identified by the Union may be granted additional time upon approval at the Company bargaining level. The Union will designate these representatives in writing to the Company. The period of such time off shall not be deducted from the Union representative's seniority. The parties agree that the provisions of Section 2.c. of Article 21, Absences, shall not be used for Union functions.

Section 6. Subject to the limitations in Sections 4. and 5. of this Article and in this Section 6., when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before or after exhausting the time allowed without pay provided in Section 5. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the Vice President of Labor Relations (or their designee) of the Company, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one (1) employee exceed four (4) years; and
- b. No more than five (5) Union officers or designated representatives may be granted such leaves of absence at any one time at the request of the Union.
- c. All Union leaves of absence will be granted with the following conditions:
  - (1) During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life Insurance Plan, and the Vision Plan, provided that:
    - (a) The employee shall pay the premiums for the Medical Plan, the Dental Plan, the Vision Plan, the Supplementary Group Life Insurance Plan, the Dependent Group Life Insurance Plan; and
    - (b) The Company shall pay the premium for the Group Life Insurance Plan, (Basic and Accidental Death or Dismemberment).

- (2) During the absence the employee shall retain eligibility, if any, according to term of service to:
  - (a) Payments for absence due to illness during the first seven (7) calendar days after expiration of the leave per Article 21, Section 6.
  - (b) Disability benefits beginning on the eighth (8<sup>th</sup>) calendar day after expiration of the leave.
  - (c) Death benefits and service or deferred vested pension.
- (3) The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- (4) The pension base shall not in any manner be affected by a Union leave of absence. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

Section 7. A Working Relations Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- a. The Committee shall consist of no more than **two (2)** representatives designated by the Company and no more than **two (2)** representatives designated by the Union. In connection with attendance at Working Relations Committee meetings, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, these meetings.
- b. The Committee may meet **virtually** every six (6) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present, including but not limited to subcontracting and supervisors' performance of Unit work.
- c. Discussions and decisions of the Committee shall not add to, subtract from or modify in any manner whatsoever the terms and conditions of this Agreement nor shall they constitute mid-term bargaining or be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18  
UNION ACTIVITIES

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally be restricted to the following:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, appointments, and results of Union elections.
- c. Notices of Union meetings.
- d. Other factual notices and announcements concerning official business of the Union.
- e. These shall not be considered as controversial or derogatory of the Company or its personnel.

Such material shall be posted and removed only by an official Union representative or a person designated by an official Union representative.

ARTICLE 19  
BASIS OF COMPENSATION

Section 1. Rates of Pay

- a. The rates of pay and progression wage scales for full time employees shall be that shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value. When employees who have no prior training or experience are hired at a start rate that is higher than incumbents in the same title and work location, the wage rate of incumbents in that title and work location will be raised to the same rate of pay as the new hire.
- c. When a (voluntary) change of title occurs, the employee will be placed on the closest rate (not lower provided they are not over the top rate for the job they are moving to) of the new schedule that the employee was administered on the former schedule. The time interval to the next step increase on the new wage schedule will be six months. No credit shall be allowed towards the next step increase.

When a (voluntary) change of title occurs, and is considered a promotion, fifteen (\$15.00) dollars will be applied to the employee's current weekly pay rate. The employee will then be slotted into the closest step in the new schedule that is equal to, but not less than, that new amount. The time interval to the next step increase on the new wage schedule will be six (6) months from the date of the change in title. In the event an employee is over the top of the new wage scale, that employee will be placed at the top of the new schedule.

When an (involuntary) change occurs to a lower rated job, the employee will be pay protected for one year if they are over the top rate for the job. At the conclusion of the year, they will be placed on the top rate. If the employee is not above the top rate of the job, they will be put in progression, if applicable.

When an employee's title changes on the same date that a step increase is due, the step increase will be applied before the move to the new Wage Schedule.

- d. Anytime an employee moves to another job and subsequently retreats (employee or company initiated) to the former job within six months; for wage purposes, the employee will be treated as though he or she never left the former job.

Section 2. Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, individual bonuses, or commissions.

The Company agrees to provide affected employees with a written statement of their commission plans, including any changes which might be made thereto from time to time, in advance of the effective date of such plan or changes. Such statement shall reflect the method of computation of such commissions.

The Company agrees to notify the Union prior to notifying affected employees of changes made in incentive programs, bonuses, or commissions under the provisions of this Section. It is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA.

Section 3. **Excluding any employee working an alternative work schedule (e.g., four (4) day/ten (10) hour tour; alternative tours that include more than 8 scheduled hours in a workday), employees (except those exempt under the FLSA) shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of eight (8) consecutive hours within a workday or forty (40) hours within the workweek. However, Exchange Time or any employee requested in-week schedule changes (e.g., Life Happens) that results in such employee working more than eight (8) hours in a day will be excluded from the daily one and one-half (1 ½) times rate of pay calculation.** For the sole purpose of computing the number of hours worked in excess of **eight (8)** consecutive hours within a workday or forty (40) hours within a workweek, Holidays **and Company Paid Union Time** shall be considered time worked. **Nothing herein shall act to limit a one and one-half (1½) times regular rate of pay for all time worked in excess of forty (40) hours within the workweek.**



Section 4. Employees who are called by a supervisor or designate to report to work, or to perform work from home, shall be paid at the applicable rate of pay for actual time worked. If such call requires an employee to make a round trip between their place of residence and their place of work in addition to their normal commute to and from work, the employee shall be compensated at their applicable rate of pay for reasonable time required to make such additional round trip.

Section 5. Employees performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section 6. A night differential shall be paid to employees for each scheduled hour, or fraction thereof, worked after 8 p.m. and before 6 a.m. in the amount of ten (10) percent of the employee's basic hourly rate.

Section 7. A relief differential consisting of ten (10) percent of the employee's basic hourly wage rate will be paid to any employee who is assigned to relieve or assist a manager, for each hour, or fraction thereof, the employee performs this work or receives associated training. These assignments may involve planning, distributing, directing, coordinating, **and** training responsibilities. In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees and observations performed by such assigned employees will not be used by management for discipline purposes; and unless directed by management, they should not access records related to discipline or performance issues of any employee. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section 8. A qualified employee who is temporarily assigned and performs the duties of a job title with a higher top wage rate will be paid a temporary upgrade differential consisting of five (5) percent of the employee's basic hourly wage rate for each hour such duties are performed if such assignment exceeds two (2) weeks.

Section 9. A differential consisting of five (\$5.00) dollars per day, not to exceed twenty-five (\$25.00) dollars per week, shall be paid to Call Center employees for each full day worked when assigned by management to speak in a foreign language.

A differential consisting of three (\$3.00) dollars per day, not to exceed fifteen (\$15.00) dollars per week, shall be paid to part-time Call Center employees when assigned by management to speak in a foreign language for each tour worked that is at least four hours but less than eight hours.

Section 10. Employees, who are properly certified, shall be paid, in addition to their basic rates, a 10% differential for each hour or fraction thereof, worked while operating certain tow motor equipment identified by Management and when assigned by Management.

## ARTICLE 20 TRAVEL

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Employees directed by the Company to use their personal car for travel between work locations during the workday or for other authorized Company business shall be paid the IRS allowable rate per mile\*.

Section 3. Employees will be assigned a regular work location but may also be assigned to work at a temporary location.

- a. Any travel time on a scheduled day necessitated by the temporary assignment **required by the Company**, which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal one-way commute by more than thirty (30) minutes [by more than one (1) hour for round-trips] will be paid as work time.
- b. Any travel time on a nonscheduled day that occurs during an employee's normal scheduled hours shall be paid as work time.
- c. The Company will reimburse employees for use of their personal car the IRS allowable rate per mile\* for that portion of any trip that occurs while the employee is being paid for work time.
- d. Any travel time resulting from an employee initiated request to temporarily change their assigned regular work location must be approved by management and is not eligible for travel time pay or mileage reimbursement.**

\* In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

Section 4. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment. All such expenses shall be supported by an original receipt.

ARTICLE 21  
ABSENCES

Section 1. All leaves of absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. Employees may request personal leaves of absence. Each request must be in writing and must specify the reason the leave of absence is desired. Earned time off will not have to be exhausted prior to a personal leave of absence.
- b. Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.
- c. Any employee may request up to thirty (30) days of absence based on other reasons not included in b. above.
- d. Employees with at least twelve (12) months Continuous Service with the Company may request leaves of absence longer than thirty (30) days for the following reasons: service in the Peace Corps or VISTA; appointment or campaign/election to public office. Employees who are absent under this provision for more than thirty (30) consecutive calendar days are not guaranteed reinstatement with the Company.
- e. To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.
- f. In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the dates for such leave.

### Section 3. Military Leave.

- a. In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, the employee shall be excused for such military duty for a period, in the aggregate, not exceeding fifteen (15) calendar days in the same calendar year. Difference in pay shall be allowed for the number of scheduled workdays falling within the periods of excused absence, but not to exceed eleven (11) such days within the calendar year.
- b. The difference in pay allowed in paragraph a. above shall mean the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any night or other differentials normally applicable) over the hourly equivalent of the employee's government base pay obtained by dividing the monthly government base pay rate by two hundred forty (240).
- c. Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Section 4. Civic Duty. An employee who serves during his/her regularly scheduled work time as a subpoenaed witness or otherwise is required (under penalty of fine or arrest) to appear before a judge or other legal tribunal in a case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be paid the difference between the employee's basic wage rate and the amount received for such service. An employee required to appear before a judge or other legal tribunal in a case in which they are a party must use earned paid time off to attend. In the event the employee has no earned paid time off, the employee shall be excused from work without pay.

Section 5. **Death in an Employee's Immediate Family.** An employee shall be paid up to three (3) days at his/her basic wage rate for the necessary scheduled time absent due to **a death in the employee's immediate family. This time may be used within six (6) months if attending a memorial service.** For purposes of this Section, immediate family shall mean spouse, legally recognized partner, children, sister, brother, mother, father, former legal guardian, stepparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepson, stepdaughter, and parent of an employee's dependent child. Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked. **Hours** for part-time employees will be pro-rated based on their **average** equivalent workweek **as defined in Article 3.**

In the event of the death of an employee's wife, husband, daughter, son, mother, father, or legally recognized partner an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option. Employees may request one (1) additional day off, without pay, for any other member of the immediate family described above.

Section 6. Illness and Injury.

- a. Employees having one (1) or more years of Net Credited Service shall be paid at the basic wage rate for absence of at least one (1) session due to illness on scheduled workdays, for a period of time not to exceed seven (7) consecutive calendar days, in accordance with the following tables:

Employees <b>Hired On/Before 1/1/2019</b> with Net Credited Service of	To be Paid After Waiting Periods of Consecutive Scheduled Working Days	Maximum Paid Days in a Calendar Year
1 year but less than 5	of 2 days	10 paid days
5 years but less than 8	of 1 day	10 paid days
8 years and over	No waiting period	10 paid days

<b>Employees Hired After 1/1/2019 with Net Credited Service of</b>	<b>To be Paid After Waiting Periods of Consecutive Scheduled Working Days</b>	<b>Maximum Paid Days in a Calendar Year</b>
<b>1 year but less than 5</b>	<b>of 2 days</b>	<b>5 paid days</b>
<b>5 years but less than 8</b>	<b>of 1 day</b>	<b>5 paid days</b>
<b>8 years and over</b>	<b>No waiting period</b>	<b>5 paid days</b>

- b. The maximum amount of paid illness **hours in a calendar year outlined in each of the tables above** shall be prorated for part-time employees based on their average equivalent workweek as defined in Article 3. Nothing in this agreement shall be interpreted to provide for paid illness time in excess of this amount for such **part-time** employees.

## ARTICLE 22 VACATIONS

Section 1. Employees shall earn vacation at their basic rate of pay based on Net Credited Service (NCS) in accordance with the following schedule:

- a. Where eligibility for paragraphs (1) and (2) below occurs after November 30 of the calendar year, the vacation may be scheduled as late as the last week in February of the next calendar year.
  - (1) One (1) week of vacation upon completion of six (6) months;
  - (2) Two (2) weeks of vacation upon completion of twelve (12) months. This provision cannot be combined with above, to result in more than two (2) weeks of vacation entitlement in the same calendar year.
- b. Eligibility for vacation leave benefits to be taken in any calendar year shall be based on the NCS the employee has obtained, or could obtain within that calendar year.
  - (1) Three (3) weeks of vacation to any such employee who could complete five (5) years or more but less than ten (10) years of NCS within the vacation year;
  - (2) Four (4) weeks of vacation to any such employee who could complete ten (10) years or more but less than twenty (20) years of NCS within the vacation year;
  - (3) Five (5) weeks of vacation to any such employee who could complete twenty (20) years or more of NCS within the vacation year.

Employees shall earn the vacation they are eligible for above proportionately during the calendar year, but this will not affect when vacation can be selected in accordance with Section 6 or taken within the vacation year.

Section 2. The year in which vacation leave may be taken shall be known as the "vacation year". A maximum of one (1) week of vacation may be carried over into the next vacation year (to be used in the first quarter), with the approval of Management, due to a business necessity. A vacation year is defined as a period of time beginning January 1st and ending on December 31<sup>st</sup>.



Section 3. If, before receiving the vacation to which he or she has earned, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct), resigns, or retires, such employee will be entitled to an allowance in cash equal to and in lieu of such vacation based on the following table:

Month Employee Leaves Company	Calendar Year Eligible Vacation Hours (See Section 1 above for eligibility)				
	1 Week (40 Hours)	2 Weeks (80 Hours)	3 Weeks (120 Hours)	4 Weeks (160 Hours)	5 Weeks (200 Hours)
	Number of "Earned" Current Year Vacation Hours				
Jan.	3	7	10	13	17
Feb.	7	13	20	27	33
Mar.	10	20	30	40	50
Apr.	13	27	40	53	67
May	17	33	50	67	83
Jun.	20	40	60	80	100
Jul.	23	47	70	93	117
Aug.	27	53	80	107	133
Sep.	30	60	90	120	150
Oct.	33	67	100	133	167
Nov.	37	73	110	147	183
Dec.	40	80	120	160	200

If an employee dies or is laid off before receiving his/her unused vacation for the vacation year, as provided for in Section 1. of this Article, payment in lieu of vacation will be made for all unused vacation time to the employee or employee's estate in the event of death.

Section 4. If a fixed Holiday falls within a period of vacation, another day of vacation may be scheduled in the vacation year. Additional vacation days in lieu of the Christmas Holiday may be taken, in accordance with force requirements, either immediately prior to the vacation period or through the month of March of the next calendar year.

Section 5. Any employee may select up to one (1) week of vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Any employee, if eligible for three (3) or more weeks of vacation, may elect to take up to two (2) weeks vacation on a day-at-a-time basis during the vacation selection process described in Section 6. of this Article. Individual vacation days may be taken in half-day increments.

Section 6. Vacations shall be selected in a work group based on seniority. Periods available for selection shall take into consideration the needs of the Company, force requirements, and the desires of the employees. Reasonable effort should be made by management to make available the maximum number of vacation weeks during the most desirable vacation periods. Advance selection of vacation periods shall commence on or after November 1 and shall conclude no later than December 31 of the year preceding the year in which such vacation leave is to be taken.

- a. Employees must first express preference for full weeks of vacation in seniority order within the vacation group.
- b. A vacation week is defined as beginning with Sunday and ending with Saturday with no scheduled work time in between.
- c. In a subsequent interview by Management, also in seniority order within the vacation group, the employee may select day-at-a-time vacation days as provided in Section 5. above, his/her Floating and Designated Holidays as provided in Article 23, and Excused Days with Pay as provided in Article 24 of this Agreement. Individual days not selected at this time and days to be taken in half-day increments will be granted, consistent with force requirements, on the basis of the earliest request ("first-come, first-served") to the employee's immediate supervisor, or such other manager as may be designated.

Section 7. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated vacation **hours** based on their average equivalent workweek **as defined in Article 3.**

ARTICLE 23  
HOLIDAYS

Section 1. Each full-time employee shall receive eight (8) hours of pay at the employee's basic straight-time rate of pay, unless otherwise provided for in this Agreement, provided that such employee, if excused from work on a Holiday, shall have worked all hours scheduled on the last scheduled workday before and on the first scheduled workday after the Holiday or the day celebrated as such, unless excused by Management (not applicable to the use of Floating Holiday(s) or Designated Holiday unless the Designated Holiday is scheduled by the Company). Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated holiday **hours** based on their average equivalent workweek **as defined in Article 3. Employees who are** absent without pay or thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day	Thanksgiving Day
<b>Martin Luther King Day</b>	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Two Floating Holidays *
Labor Day	One Designated Holiday **

The Designated Holiday may be scheduled by the Company in accordance with the needs of the business. Such designation will be made prior to the advance vacation selection period outlined in Section 6. of Article 22, Vacations. Should the Company not schedule the Designated Holiday, employees may select the day on which to celebrate their Designated Holiday, as well as their Floating Holidays, in accordance with the provisions of Article 22, Vacations, Section 6.c.

\* For new employees, Floating Holiday eligibility is one (1) Floating Holiday after the first three (3) months of Net Credited Service and a second Floating Holiday after six (6) months of Net Credited Service.

\*\* Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday.

Section 2. When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. Employees who are normally subject to Saturday and/or Sunday scheduling shall observe the actual Holiday.

Section 3. Employees who work on a Holiday shall be paid for such work at time and one-half for all work on such Holidays, together with the holiday pay provided for in Section 1. above.

Section 4. Eligible employees who have been scheduled to work on a Holiday and fail to do so shall not receive pay for the Holiday unless such absence is excused by management.

Section 5. No compensation shall be paid to an employee for unused Floating or Designated Holidays after separation from service.

ARTICLE 24  
EXCUSED DAYS WITH PAY

Section 1. Each regular employee will be eligible for one (1) Excused Day With Pay after each successive three (3) months of completed service with the Company, but not more than four (4) Excused Days With Pay in a calendar year.

Section 2. All days off as provided in this Article shall be selected in accordance with Section 6.c. of Article 22, Vacations. Employees may be permitted to take their Excused Days With Pay in one (1) hour increments. All pay for Excused Days With Pay shall be at the employee's basic rate of pay.

Section 3. Excused Days With Pay may be carried over and taken through the month of March of the next calendar year.

Section 4. No compensation shall be paid to an employee for unused Excused Days With Pay after separation from service.

Section 5. Employees who are normally scheduled to work more than nineteen (19) but less than forty (40) hours per week will receive pro-rated **hours** for Excused Days With Pay based on their average equivalent workweek **as defined in Article 3.**

ARTICLE 25  
EXCHANGE TIME

Exchange Time allows an employee to request time off during a scheduled workday to be made up within the workweek (Sunday through Saturday). Granting of Exchange Time will be at the Company's discretion, but will not be granted or denied arbitrarily and shall be based upon such factors as the Company, in its judgment, believes relevant, including the needs of the business. If the Company approves an employee's request for such time off, it shall designate the time within the same workweek when the absence shall be made up.

ARTICLE 26  
WAIVER OF FURTHER BARGAINING

Section 1. The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2. Since this Agreement expresses the understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine, and regulate the methods, quantity, and quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency, and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

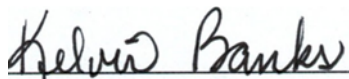
ARTICLE 27  
DURATION OF AGREEMENT

This Agreement shall become effective as of February **11, 2023** and shall remain in effect up to and including, February **20, 2027** the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives this **11th** day of February, **2023**.

Communications Workers of America

DIRECTV Customer Services, LLC



Kelvin Banks  
CWA Administrative Director, District 3



Brian Cattaneo  
Senior Director, Labor Relations



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# **APPENDIX A**

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## Wage Schedules

**Title(s):**

VIDEO SOLUTION SPECIALIST  
VIDEO SOLUTION SPECIALIST (WFH)

Step	2/11/2023	2/11/2024	2/9/2025	2/8/2026
1	\$600.00	\$600.00	\$600.00	\$600.00
2	\$622.00	\$623.50	\$625.50	\$627.00
3	\$645.00	\$648.50	\$651.50	\$655.00
4	\$669.00	\$674.00	\$679.00	\$684.00
5	\$694.00	\$701.00	\$707.50	\$714.50
6	\$719.50	\$728.50	\$737.50	\$746.50
7	\$746.00	\$757.50	\$768.50	\$780.00
8	\$774.00	\$787.50	\$801.00	\$815.00
9	\$802.50	\$818.50	\$834.50	\$851.50
10	\$832.00	\$851.00	\$870.00	\$889.50
11	\$863.00	\$884.50	\$906.50	\$929.00
12	\$895.00	\$919.50	\$944.50	\$970.50
13	\$928.00	\$956.00	\$984.50	\$1,014.00

CUSTOMER SERVICE REPRESENTATIVE I  
CUSTOMER SERVICE REPRESENTATIVE (WFH)

Step	2/11/2023	2/11/2024	2/9/2025	2/8/2026
1	\$420.50	\$420.50	\$420.50	\$420.50
2	\$446.50	\$447.50	\$448.50	\$449.50
3	\$474.00	\$476.50	\$478.50	\$481.00
4	\$503.00	\$507.00	\$510.50	\$514.50
5	\$534.00	\$539.50	\$545.00	\$550.00
6	\$567.00	\$574.00	\$581.00	\$588.50
7	\$602.00	\$611.00	\$620.00	\$629.50
8	\$639.00	\$650.50	\$661.50	\$673.00
9	\$678.50	\$692.00	\$706.00	\$720.00
10	\$720.50	\$736.50	\$753.00	\$770.00
11	\$765.00	\$784.00	\$803.50	\$823.50
12	\$812.00	\$834.50	\$857.00	\$881.00
13	\$862.00	\$888.00	\$914.50	\$942.00

**Title(s):**

CLIENT SERVICE SPECIALIST  
CLIENT SERVICE SPECIALIST (WFH)

Step	2/11/2023	2/11/2024	2/9/2025	2/8/2026
1	\$513.00	\$513.00	\$513.00	\$513.00
2	\$539.00	\$541.00	\$542.50	\$544.00
3	\$566.50	\$571.00	\$573.50	\$576.50
4	\$595.00	\$602.00	\$606.50	\$611.00
5	\$625.00	\$635.00	\$641.50	\$647.50
6	\$656.50	\$670.00	\$678.00	\$686.50
7	\$690.00	\$706.50	\$717.00	\$728.00
8	\$725.00	\$745.50	\$758.50	\$771.50
9	\$761.50	\$786.50	\$802.00	\$818.00
10	\$800.00	\$829.50	\$848.00	\$867.00
11	\$840.50	\$875.00	\$896.50	\$919.00
12	\$883.50	\$923.00	\$948.00	\$974.00
13	\$928.00	\$973.50	\$1,002.50	\$1,032.50

DISTRIBUTION CENTER COORDINATOR

Step	2/11/2023	2/11/2024	2/9/2025	2/8/2026
1	\$522.00	\$522.00	\$522.00	\$522.00
2	\$557.50	\$558.50	\$560.00	\$561.50
3	\$595.00	\$598.00	\$601.00	\$604.00
4	\$635.50	\$640.00	\$645.00	\$649.50
5	\$678.50	\$685.00	\$692.00	\$699.00
6	\$724.50	\$733.50	\$742.50	\$751.50
7	\$773.50	\$785.00	\$796.50	\$808.50
8	\$826.00	\$840.00	\$855.00	\$870.00
9	\$882.00	\$899.50	\$917.50	\$935.50
10	\$941.50	\$962.50	\$984.50	\$1,006.50
11	\$1,005.00	\$1,030.50	\$1,056.00	\$1,082.50
12	\$1,073.50	\$1,103.00	\$1,133.50	\$1,164.50
13	\$1,146.00	\$1,180.50	\$1,216.00	\$1,252.50

**Title(s):**

WORK FORCE ADMINISTRATOR  
WORK FORCE ADMINISTRATOR (WFH)

Step	2/11/2023	2/11/2024	2/9/2025	2/8/2026
1	\$438.00	\$438.00	\$438.00	\$438.00
2	\$464.00	\$465.00	\$466.00	\$467.50
3	\$491.50	\$493.50	\$496.00	\$498.50
4	\$520.50	\$524.00	\$528.00	\$532.00
5	\$551.00	\$556.50	\$562.00	\$567.50
6	\$583.50	\$590.50	\$598.00	\$605.50
7	\$618.00	\$627.00	\$636.50	\$646.00
8	\$654.50	\$666.00	\$677.50	\$689.50
9	\$693.00	\$707.00	\$721.00	\$735.50
10	\$734.00	\$750.50	\$767.50	\$784.50
11	\$777.50	\$796.50	\$816.50	\$837.00
12	\$823.50	\$846.00	\$869.00	\$893.00
13	\$872.00	\$898.00	\$925.00	\$953.00

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# **APPENDIX B**

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## **DIRECTV Southeast Care Labor Agreement Benefit Outline Summary**

This Agreement is between the COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union" or the CWA), and DIRECTV CUSTOMER SERVICES LLC (referenced as "the Company") (the Company and Union are collectively referenced as "Parties"), with respect to employee benefits provided to District 3 ("Agreement"). Subject to the Company receiving written notice on or before **March 17, 2023** from an authorized representative of the Union that this Agreement has been duly ratified by the employees represented by the Union and approved by the CWA International President, the Parties mutually agree as follows.

The means for fulfilling the terms of this Agreement may be the Company's adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs) of these plans, policies and programs have been provided to the Union. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern.

It is understood that certain benefits provided under the Agreement are subject to change to comply with implementation of the Patient Protection and Affordable Care Act (PPACA) and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of this Agreement will remain in effect through expiration.

The Company retains the right to make administrative changes, corrections, and adjustments to the Agreement according to its fiduciary responsibilities. No administrative changes, corrections or adjustments shall have the effect of diminishing the plan benefits negotiated by the Parties. Benefit Claims will be governed by the ERISA Plan(s) appeal process terms and will not be subject to grievance or arbitration.

For purposes of this Agreement (including Exhibit 1) only, unless noted otherwise:

An employee’s status, (Current Employees, 2017 New Hire and 2019 New Hire) identified in the Company’s benefit enrollment system as of December 31, 2023, shall continue to apply during the term of this Agreement, subject to modification due to a subsequent event.

An Employee who is hired/rehired or transfers into this Agreement shall be assigned a Group as described in the following table:

<b>Group</b>	<b>Definition:</b>
Current Employee	Bargained Employees from Care Region contracts (former Legacy Mobility contracts) transferred into this Agreement with a hire or rehire date before January 1, 2017
2017 New Hires	<ul style="list-style-type: none"> <li>• Bargained Employees from Care Region contracts (former Legacy Mobility contracts) transferred into this Agreement with a hire or rehire date on or after January 1, 2017, and before January 1, 2019</li> <li>• Bargained Employees transferred into this Agreement, except from a Care Region Contract (former Legacy Mobility contracts), with a hire or rehire date before January 1, 2019</li> </ul>
2019 New Hires	Bargained Employees transferred into this Agreement with a hire or rehire date on or after January 1, 2019, and before January 1, 2024
2024 New Hires	Bargained Employees hired/rehired or transferred into the Agreement with a hire or rehire date on or after January 1, 2024

Effective January 1, 2024 unless noted otherwise, Current Employees, 2017 New Hires, 2019 New Hires and 2024 New Hires (referred to collectively as "Employees") shall be eligible to participate in the benefit plans or programs identified in the chart below by an "X", with the plan terms, conditions and provisions which were in effect on February 9, 2018 as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy	Current Employees	2017 New Hires	2019 New Hires	2024 New Hires
DIRECTV CWA Care Southeast Medical Program	X	X	X	X
DIRECTV Dental Program (Bargained Employees)	X	X	X	X
DIRECTV Vision Program (Bargained Employees)	X	X	X	X
DIRECTV Employee Assistance Program	X	X	X	X
DIRECTV Group Life Insurance Program for Active Employees <sup>1</sup>	X	X	X	X
DIRECTV Adoption Assistance Policy	X	X	X	X
DIRECTV Tuition Reimbursement Policy	X	X	X	X
DIRECTV Flexible Spending Account Plan	X	X	X	X
DIRECTV Disability Income Program	X	X	X	X
DIRECTV Bargained Program of the DIRECTV Bargained Pension Plan (Bargained Program) <sup>2</sup>	X			
Bargained Cash Balance Program #2 of the DIRECTV Pension Benefit Plan <sup>3</sup>	X			
DIRECTV Retirement Savings Plan	X	X	X	X

<sup>1</sup> This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.

<sup>2</sup> Employees enrolled in the Mobility Program of the AT&T Pension Benefit Plan as of the DIRECTV close date.

<sup>3</sup> Employees hired, rehired or transferred after December 31, 2010 and on or before December 31, 2014.

<b>Current Employees, 2017 New Hires, 2019 New Hires and 2024 New Hires</b>	
<b>Effective Date(s)</b>	1/1/2024, unless noted otherwise
<b>MEDICAL PROGRAM BENEFITS</b>	
<b>Program</b>	<p>DIRECTV CWA Care Southeast Medical Program*</p> <p>Fully-insured coverage options such as HMOs continue to be available at the discretion of the Company.</p> <p>*This document highlights key elements of program design. For complete program details, refer to the applicable Summary Plan Description (SPD) &amp; associated Summary of Material Modifications (SMMs).</p>
<b>Eligibility for Coverage</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u></p> <p>Eligibility for coverage begins on the employee's date of hire, provided the employee enrolls within the 31-day enrollment period. Employees pay the full cost of coverage until eligible for Company Subsidy*.</p> <p>*Temporary Employees who enroll will not be eligible for subsidized coverage.</p>
<b>Eligibility for Company Subsidy</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u></p> <p>No change from current program</p> <p><b>Individual Coverage*:</b> Company subsidy for Employees enrolled in Company-sponsored Individual medical coverage (including fully insured coverage options, if available) will begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE) and Continuous Service Date). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage.</p> <p><b>Individual+Child(ren), Individual+Spouse and Family Coverage*:</b> Company subsidy for Employees enrolled in Company-sponsored medical coverage other than Individual coverage will begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE) and Continuous Service Date). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.</p> <p>*Temporary Employees who enroll will pay 100% of the full cost of coverage.</p>
<b>EE Class</b>	Full Time & Part Time Regular Employees, and Full-time Temporary Employees

**Current Employees, 2017 New Hires, 2019 New Hires and 2024 New Hires**

**Full Time EE Contribution Per Month**

No active participating Employee will pay more than 100% of the cost of coverage.

Current Employees, 2017 New Hires, and 2019 New Hires

Option 1:

	2024	2025	2026	2027
Individual	\$142	\$150	\$158	\$167
Ind & Spouse	\$382	\$404	\$427	\$453
Ind & Child(ren)	\$302	\$320	\$339	\$360
Family	\$476	\$504	\$533	\$565

Option 2:

	2024	2025	2026	2027
Individual	\$114	\$123	\$132	\$141
Ind & Spouse	\$304	\$328	\$353	\$381
Ind & Child(ren)	\$238	\$258	\$279	\$301
Family	\$379	\$409	\$441	\$475

Option 3:

	2024	2025	2026	2027
Individual	\$72	\$80	\$88	\$97
Ind & Spouse	\$186	\$208	\$232	\$258
Ind & Child(ren)	\$141	\$159	\$179	\$200
Family	\$232	\$259	\$289	\$321

2024 New Hires

Option 1:

	2024	2025	2026	2027
Individual	\$166	\$175	\$185	\$195
Ind & Spouse	\$445	\$470	\$502	\$531
Ind & Child(ren)	\$357	\$378	\$400	\$424
Family	\$560	\$592	\$626	\$663

Option 2:

	2024	2025	2026	2027
Individual	\$138	\$148	\$158	\$169
Ind & Spouse	\$372	\$399	\$428	\$459
Ind & Child(ren)	\$293	\$316	\$340	\$365
Family	\$463	\$497	\$534	\$572



	<p>Option 3:</p> <table border="1" data-bbox="431 233 1243 447"> <thead> <tr> <th></th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$96</td> <td>\$105</td> <td>\$115</td> <td>\$125</td> </tr> <tr> <td>Ind &amp; Spouse</td> <td>\$254</td> <td>\$279</td> <td>\$306</td> <td>\$336</td> </tr> <tr> <td>Ind &amp; Child(ren)</td> <td>\$197</td> <td>\$217</td> <td>\$240</td> <td>\$264</td> </tr> <tr> <td>Family</td> <td>\$316</td> <td>\$348</td> <td>\$381</td> <td>\$418</td> </tr> </tbody> </table>		2024	2025	2026	2027	Individual	\$96	\$105	\$115	\$125	Ind & Spouse	\$254	\$279	\$306	\$336	Ind & Child(ren)	\$197	\$217	\$240	\$264	Family	\$316	\$348	\$381	\$418
	2024	2025	2026	2027																						
Individual	\$96	\$105	\$115	\$125																						
Ind & Spouse	\$254	\$279	\$306	\$336																						
Ind & Child(ren)	\$197	\$217	\$240	\$264																						
Family	\$316	\$348	\$381	\$418																						
<p><b>Part Time EE Contributions</b></p>	<p>No active participating Employee will pay more than 100% of the cost of coverage.</p> <p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.</p> <p><u>Based on Scheduled hrs./week:</u></p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hrs. = 50% of full cost of coverage*.</li> <li>• Less than 20 hrs. = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>* Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>																									
<p><b>Working Spouse Contribution</b></p>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u></p> <p><u>Spouse/LRP Access to Medical Coverage Additional Medical Contribution:</u> Participants whose spouse/LRP enrolls in DIRECTV -sponsored medical coverage (within either self-insured or fully insured programs) but otherwise has access to medical coverage through their employer, excluding DIRECTV, will pay an additional monthly contribution toward their cost of coverage. The monthly additional contribution is shown below. The participant must attest that his or her spouse/LRP does not have access to medical coverage otherwise the additional contribution will be applied.</p> <p>Additional Monthly Medical Contribution:</p> <table border="1" data-bbox="431 1234 938 1318"> <thead> <tr> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>\$130</td> <td>\$140</td> <td>\$150</td> <td>\$160</td> </tr> </tbody> </table>	2024	2025	2026	2027	\$130	\$140	\$150	\$160																	
2024	2025	2026	2027																							
\$130	\$140	\$150	\$160																							

<b>Tobacco Use Contribution</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u>			
	<u>Tobacco Use Additional Medical Contribution:</u>			
	Employees and/or spouses who use tobacco, are enrolled in DIRECTV sponsored medical coverage (within either self-insured or fully insured programs) and who choose not to participate in a designated Tobacco Cessation program will pay an additional monthly contribution toward their cost of coverage. The employee and/or spouse must attest to no tobacco usage or engage in a Company-sponsored Tobacco Cessation program in the time defined during Annual Enrollment otherwise the additional monthly contribution will be applied. Engagement is currently defined as enrollment and participation. A tobacco user is currently defined as someone who has used tobacco products more frequently than once every month. Tobacco products include cigarettes, cigars, pipes, e-cigarettes, vaporizers and smokeless tobacco. The definitions of engagement, the Company- sponsored Tobacco Cessation program, tobacco user and tobacco products may change from time to time, at the sole discretion of the Company. The monthly contribution is shown below.			
	Additional Monthly Medical Contribution:			
	2024	2025	2026	2027
	\$80	\$85	\$90	\$95

<b>Coinsurance Copay/Coinsurance</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u>		
	No change from current program except as provided below.		
	Option 1 and Option 2:		
		<b>2024 - 2027</b>	
		<u>Network/ONA</u>	<u>Non-Network</u>
	Preventive	\$0 / 0% Ded waived	No Benefit
	Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded
	Emergency Room Facility/Professional Services (Emergencies)	\$0 / 10% After Ded	\$0 / 10% After Ded
	Option 3:		
		<b>2024 - 2027</b>	
		<u>Network/ONA</u>	<u>Non-Network</u>
	Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/ Illness	\$0 / 20% After Ded	\$0 / 50% After Ded	
Emergency Room Facility/Professional Services (Emergencies)	\$0 / 20% After Ded	\$0 / 20% After Ded	

Examples of Coinsurance provisions include:

- Applies after applicable Network/ONA or Non-Network Deductible amount is satisfied.
- Applies to all covered health services, including mental health/substance abuse benefits under the program with the exceptions below:
  - Does not apply toward Prescription Drugs.
  - Does not apply toward Network/ONA preventive services.
- Actual amount that is applied to the Coinsurance is calculated on the basis of eligible/allowable expenses.
- All Coinsurance applies to applicable Network/ONA or Non-Network Out-of-Pocket Maximums

**Annual Deductible**

2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees

No change from current program except as provided below.

Option 1:

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network& ONA	Non-Network	Network & ONA	Non-Network
Individual	\$900	\$3,150	\$950	\$3,325	\$1,000	\$3,500	\$1,050	\$3,675
Ind & Sp	\$1,800	\$6,300	\$1,900	\$6,650	\$2,000	\$7,000	\$2,100	\$7,350
Ind & Child	\$1,800	\$6,300	\$1,900	\$6,650	\$2,000	\$7,000	\$2,100	\$7,350
Family	\$1,800	\$6,300	\$1,900	\$6,650	\$2,000	\$7,000	\$2,100	\$7,350

Annual Deductible provisions:

- Applies to all covered health services, including mental health/substance abuse benefits under the program.
- The following costs will never apply towards Deductible:
  - Network/ONA preventive care
  - Any applicable monthly contributions
  - Prescription drugs
  - Any charges for non-covered health services
  - Any penalties for failure to comply with terms of program (i.e., preauthorization / predetermination)
  - Charges that exceed eligible expenses
  - Any charges for services that are exclusions under the program
- Actual amount that is applied to the Annual Deductible is calculated on the basis of eligible/allowable expenses.
- Separate Deductible amounts apply to Network/ONA and Non-Network. Amounts incurred under each option do not cross apply between any other option.
- With Individual+Child(ren), Individual+Spouse and Family coverage, a covered person is eligible to receive benefits once their eligible/allowable expenses satisfy the Individual Deductible amount. The Individual+Child(ren), Individual+Spouse or Family Deductible, as applicable, is met once any combination of covered persons' eligible/allowable expenses meet the Individual+Child(ren), Individual+Spouse or Family Deductible amount, respectively. It is not necessary that any one individual reach the Individual Deductible but no one individual may contribute more than the Individual Deductible amount.
- The Annual Deductibles are included in the Out Of Pocket Maximums.

Option 2:

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Individual	\$1,550	\$4,650	\$1,600	\$4,800	\$1,650	\$4,950	\$1,700	\$5,100
Ind & Sp	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900	\$3,400	\$10,200
Ind & Child	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900	\$3,400	\$10,200
Family	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900	\$3,400	\$10,200

Integrated with Med/Surg, Rx, MH/SA Annual

Deductible Provisions:

- Applies to all covered health services, including mental health/substance abuse (MH/SA) and prescription drug (Rx) benefits under the program.
- The following costs will never apply towards Deductible:
  - Network/ONA preventive care
  - Preventive Therapy Medications
  - Any applicable monthly contributions
  - Any charges for non-covered health services
  - Any penalties for failure to comply with terms of program (i.e., preauthorization/predetermination)
  - Charges that exceed eligible expenses
  - Any charges for services that are exclusions under the program
- Actual amount that is applied to the Annual Deductible is calculated on the basis of eligible/allowable expenses.
- Separate Deductible amounts apply to Network/ONA and Non-Network. Amounts incurred under each option do not cross apply between any other option.
- If the coverage tier is Individual+Child(ren), Individual+Spouse or Family, no individual can receive benefits until the Individual+Child(ren), Individual+Spouse or Family Annual Deductible, respectively, is met. The Individual+Child(ren), Individual+Spouse or Family Annual Deductible can be met by one or a combination of covered family members.
- The following costs paid by the participant apply toward the applicable Network/ONA or Non-Network Deductible amounts:
  - Network allowable charges for eligible expenses (for Network/ONA),
  - Non-Network allowable charges for eligible expenses (for Non-Network),

Outpatient prescription drug allowable charges for eligible expenses.

- The Non-Network Annual Deductibles will be three times the associated Network Annual Deductibles.
- The Annual Deductibles are included in the Out Of Pocket Maximums.

Option 3:

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Individual	\$3,000	\$9,000	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900
Ind & Sp	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200	\$6,600	\$19,800
Ind & Child	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200	\$6,600	\$19,800
Family	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200	\$6,600	\$19,800

Integrated with Med/Surg, Rx, MH/SA,

- Applies to all covered health services, including mental health/substance abuse (MH/SA) and prescription drug (Rx) benefits under the program.
- The following costs will never apply towards Deductible:
  - Network/ONA preventive care
  - Preventive Therapy Medications
  - Any applicable monthly contributions
  - Any charges for non-covered health services
  - Any penalties for failure to comply with terms of program (i.e., preauthorization/predetermination)
  - Charges that exceed eligible expenses
  - Any charges for services that are exclusions under the program
- Actual amount that is applied to the Annual Deductible is calculated on the basis of eligible/allowable expenses.
- Separate Deductible amounts apply to Network/ONA and Non-Network. Amounts incurred under each option do not cross apply between any other option.
- If the coverage tier is Individual+Child(ren), Individual+Spouse or Family, no individual can receive benefits until the Individual+Child(ren), Individual+Spouse or Family Annual Deductible, respectively, is met. The Individual+Child(ren), Individual+Spouse or Family Annual Deductible can be met by one or a combination of covered family members.
- The following costs paid by the participant apply toward the applicable Network/ONA or Non-Network Deductible amounts:
  - Network allowable charges for eligible expenses (for Network/ONA),
  - Non-Network allowable charges for eligible expenses (for Non-Network),
  - All prescription drug allowable charges for eligible expenses.
- The Annual Deductibles are included in the Out Of Pocket Maximums

**Current Employees, 2017 New Hires, 2019 New Hires and 2024 New Hires**

**Annual Out-of-Pocket Maximum**

**Out-of-Pocket Maximum Amounts (including the Annual Deductibles)**

**Option 1**

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Individual	\$4,500	\$13,500	\$4,750	\$14,250	\$5,000	\$15,000	\$5,250	\$15,750
Ind & Sp	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000	\$10,500	\$31,500
Ind & Child	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000	\$10,500	\$31,500
Family	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000	\$10,500	\$31,500

**Out-of-Pocket Maximum provisions:**

- Applies to all covered health services, including mental health/substance abuse benefits under the program.
- The following costs paid by the participant apply towards the applicable Network/ONA or Non-Network Out-of- Pocket Maximum amounts:
  - Annual Deductibles
  - Coinsurance
- The following costs will never apply towards Out-of-Pocket Maximum nor be paid for by the program after the Out-of-Pocket Maximum is satisfied:
  - Prescription Drug copays
  - Any applicable monthly contributions
  - Any charges for non-covered health services
  - Any penalties for failure to comply with terms of program (i.e., preauthorization /predetermination)
  - Charges that exceed eligible expenses

Any charges for services that are exclusions under the program  
 If the coverage tier is Individual+Child(ren), Individual+Spouse and Family, the applicable Individual+Child(ren), Individual+Spouse or Family Out-Of-Pocket Maximum must be met before the Program pays 100% of the Allowable Charges for Eligible Expenses, except that the Program will pay 100% of the Allowable Charges for Eligible Expenses for Network/ONA Services for an individual family member once the individual meets the Network/ONA Individual Out-Of-Pocket Maximum, even if the Individual+Child(ren), Individual+Spouse or Family Out-Of-Pocket Maximum has not been met.

**Option 2:**

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Individual	\$6,900	\$20,700	\$7,000	\$21,000	\$7,100	\$21,300	\$7,200	\$21,600
Ind & Sp	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200
Ind & Child	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200
Family	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200

**Option 3:**

	2024		2025		2026		2027	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Individual	\$6,900	\$20,700	\$7,000	\$21,000	\$7,100	\$21,300	\$7,200	\$21,600
Ind & Sp	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200
Ind & Child	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200
Family	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600	\$14,400	\$43,200

(Integrated with Med/Surg, Rx and MH/SA)

**Out-of-Pocket Maximum provisions:**

- Applies to all covered health services, including mental health/substance abuse and prescription drug benefits under the program.
- The following costs paid by the participant apply towards the applicable Network/ONA or Non-Network Out-of-Pocket Maximum amounts:
  - Annual Deductibles
  - Coinsurance
  - Outpatient prescription drug allowable charges for eligible expenses.
- The following costs will never apply towards Out-of-Pocket Maximum nor be paid for by the program after the Out-of-Pocket Maximum is satisfied:
  - Any applicable monthly contributions
  - Any charges for non-covered health services
  - Any penalties for failure to comply with terms of program (i.e., preauthorization/predetermination)
  - Charges that exceed eligible expenses

	<p>Any charges for services that are exclusions under the program</p> <ul style="list-style-type: none"> <li>If the coverage tier is Individual+Child(ren), Individual+Spouse and Family, the applicable Individual+Child(ren), Individual+Spouse or Family Out-Of-Pocket Maximum must be met before</li> </ul> <p>the Program pays 100% of the Allowable Charges for Eligible Expenses, except that the Program will pay 100% of the Allowable Charges for Eligible Expenses for Network/ONA Services for an individual family member once the individual meets the Network/ONA Individual Out-Of-Pocket Maximum, even if the Individual+Child(ren), Individual+Spouse or Family Out-Of-Pocket Maximum has not been met.</p>												
<b>Office Visit</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.</p> <p>Option 3</p> <table border="1" data-bbox="428 638 1058 942"> <tr> <td></td> <td colspan="2" style="text-align: center;">2024-2027</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>Network PPO</u></td> <td style="text-align: center;"><u>Non-Network Non-PPO</u></td> </tr> <tr> <td style="text-align: center;">Preventative</td> <td style="text-align: center;"><u>Network &amp; PPO</u></td> <td style="text-align: center;"><u>Network &amp; PPO</u></td> </tr> <tr> <td style="text-align: center;">Sickness/ Illness</td> <td style="text-align: center;">\$0 / 20% After Ded</td> <td style="text-align: center;">\$0 / 50% After Ded</td> </tr> </table>		2024-2027			<u>Network PPO</u>	<u>Non-Network Non-PPO</u>	Preventative	<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>	Sickness/ Illness	\$0 / 20% After Ded	\$0 / 50% After Ded
	2024-2027												
	<u>Network PPO</u>	<u>Non-Network Non-PPO</u>											
Preventative	<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>											
Sickness/ Illness	\$0 / 20% After Ded	\$0 / 50% After Ded											
<b>Emergency Room</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.</p> <p>Option 3:</p> <table border="1" data-bbox="428 1068 826 1270"> <tr> <td colspan="2" style="text-align: center;">2024-2027</td> </tr> <tr> <td style="text-align: center;"><u>Network &amp; PPO</u></td> <td style="text-align: center;"><u>Network &amp; PPO</u></td> </tr> <tr> <td style="text-align: center;">\$0 / 20% After Ded</td> <td style="text-align: center;">\$0 / 20% After Ded</td> </tr> </table>	2024-2027		<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>	\$0 / 20% After Ded	\$0 / 20% After Ded						
2024-2027													
<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>												
\$0 / 20% After Ded	\$0 / 20% After Ded												
<b>Urgent Care Center</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.</p> <p>Option 3:</p> <table border="1" data-bbox="428 1394 826 1593"> <tr> <td colspan="2" style="text-align: center;">2024-2027</td> </tr> <tr> <td style="text-align: center;"><u>Network &amp; PPO</u></td> <td style="text-align: center;"><u>Network &amp; PPO</u></td> </tr> <tr> <td style="text-align: center;">\$0 / 20% After Ded</td> <td style="text-align: center;">\$0 / 50% After Ded</td> </tr> </table>	2024-2027		<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>	\$0 / 20% After Ded	\$0 / 50% After Ded						
2024-2027													
<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>												
\$0 / 20% After Ded	\$0 / 50% After Ded												



<b>Hospital</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.  Option 3: <table border="1" data-bbox="431 310 824 512"> <tr> <td colspan="2" data-bbox="431 310 824 348">2024-2027</td> </tr> <tr> <td data-bbox="431 348 656 428"><u>Network &amp; PPO</u></td> <td data-bbox="656 348 824 428"><u>Network &amp; PPO</u></td> </tr> <tr> <td data-bbox="431 428 656 512">\$0 / 20% After Ded</td> <td data-bbox="656 428 824 512">\$0 / 50% After Ded</td> </tr> </table>	2024-2027		<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>	\$0 / 20% After Ded	\$0 / 50% After Ded
2024-2027							
<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>						
\$0 / 20% After Ded	\$0 / 50% After Ded						
<b>Diagnostic Testing</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.  Option 3: <table border="1" data-bbox="431 699 862 900"> <tr> <td colspan="2" data-bbox="431 699 862 737">2024-2027</td> </tr> <tr> <td data-bbox="431 737 656 816"><u>Network &amp; PPO</u></td> <td data-bbox="656 737 862 816"><u>Network &amp; PPO</u></td> </tr> <tr> <td data-bbox="431 816 656 900">\$0 / 20% After Ded</td> <td data-bbox="656 816 862 900">\$0 / 50% After Ded</td> </tr> </table>	2024-2027		<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>	\$0 / 20% After Ded	\$0 / 50% After Ded
2024-2027							
<u>Network &amp; PPO</u>	<u>Network &amp; PPO</u>						
\$0 / 20% After Ded	\$0 / 50% After Ded						
<b>COB</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.						
<b>Survivor</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided in this MOA.						
<b>Eligible Retired Employees</b>	See Exhibit 1.						
<b>PRESCRIPTION DRUG BENEFITS</b>							
<b>Prescription Drugs</b>	See Chart Below.						
<b>Bargained Program Rx Program</b>							
<b>Restrictions</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.						
<b>Deductible</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> Option 1: None.  Option 2 and Option 3 Integrated with Med/Surg, Rx and MH/SA  Preventive therapy medications under Option 2 and Option 3 critical for the treatment of congestive heart failure, coronary artery disease, diabetes, asthma, depression, and osteoporosis are exempted from the deductible. Copayment continues to apply.						

<b>OOP Max</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u>				
	Option 1:				
		2024	2025	2026	2027
	Ind	\$1,350	\$1,400	\$1,450	\$1,500
	Ind + Sp	\$2,700	\$2,800	\$2,900	\$3,000
	Ind + Ch	\$2,700	\$2,800	\$2,900	\$3,000
Family	\$2,700	\$2,800	\$2,900	\$3,000	

**Retail**

Out-of-Pocket Maximum provisions:

- Applies to all Network prescription drug copays.
- The following costs will never apply towards Out-of-Pocket Maximum or are paid for by the program after the Out-of- Pocket Maximum is satisfied:
  - Any medical or mental health/substance abuse expenses
  - Any applicable monthly contributions
  - Any charges for non-covered prescription drugs
  - Any penalties for failure to comply with terms of program (i.e., mandatory generic penalty)
  - Any charges for prescription drugs that are exclusions under the program
- The amount that is applied to the Out-of-Pocket Maximum is the Network prescription drug copays.
- With Individual+Child(ren), Individual+Spouse or Family coverage, a covered person has satisfied the Out-of-Pocket Maximum once their copays satisfy the Individual Out-of-Pocket Maximum amount. The Individual+Child(ren), Individual+Spouse or Family Deductible, as applicable, is met once any combination of covered persons' prescription drug copays meet the Individual+Child(ren), Individual+Spouse or Family Out-of- Pocket Maximum amount, respectively. It is not necessary that any one individual reach the Individual Out-of-Pocket Maximum amount but no one individual may contribute more than the Individual Out-of-Pocket Maximum amount.

Option 2 and Option 3  
Integrated with Med/Surg, MH/SA and Rx.

2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees  
No change from current program, except as provided below.

Network Copays: Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions.

<b>Retail Generic</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change to current program. Option 1, 2 and 3 Retail/Specialty Network Copay <table border="1" data-bbox="431 432 837 510"> <tr> <td></td> <td>2024 - 2027</td> </tr> <tr> <td>Generic</td> <td>\$10</td> </tr> </table>		2024 - 2027	Generic	\$10											
	2024 - 2027															
Generic	\$10															
<b>Retail Brand</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> Option 1, 2 and 3 Retail/Specialty Network Copay: <table border="1" data-bbox="431 779 1211 993"> <tr> <td></td> <td>2024</td> <td>2025</td> <td>2026</td> <td>2027</td> </tr> <tr> <td>Brand-Formulary</td> <td>\$63</td> <td>\$66</td> <td>\$69</td> <td>\$72</td> </tr> <tr> <td>Brand Non-Formulary</td> <td>\$156</td> <td>\$162</td> <td>\$168</td> <td>\$174</td> </tr> </table>		2024	2025	2026	2027	Brand-Formulary	\$63	\$66	\$69	\$72	Brand Non-Formulary	\$156	\$162	\$168	\$174
	2024	2025	2026	2027												
Brand-Formulary	\$63	\$66	\$69	\$72												
Brand Non-Formulary	\$156	\$162	\$168	\$174												
<b>Personal Choice</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.															
<b>Mail Order</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program except as provided below.  Mandatory mail order for maintenance RX continues to apply after second fill at retail. Up to 90-day supply subject to Advanced Control Specialty Formulary provisions.															
<b>Mail Order Generic</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> Option 1,2 and 3 Mail/Specialty Network Copay: <table border="1" data-bbox="431 1472 824 1545"> <tr> <td></td> <td>2024-2027</td> </tr> <tr> <td>Generic</td> <td>\$20</td> </tr> </table> Provisions: Mandatory Generic provisions continue to apply.		2024-2027	Generic	\$20											
	2024-2027															
Generic	\$20															

<b>Mail Order Brand</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u>				
	Option 1, 2 and 3 Mail/Specialty Network Copay				
		2024	2025	2026	2027
	Preferred	\$126	\$132	\$138	\$144
Non-Preferred	\$312	\$324	\$336	\$348	
<b>Personal Choice</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.				
<b>MENTAL HEALTH BENEFITS</b>					
<b>Deductible</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> Option 1: No change from current program.  Option 2 and Option 3 Integrated with Med/Surg and Rx				
<b>OOP Max</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> Option 1: No change from current program.  Option 2 and Option 3 Integrated with Med/Surg and Rx				
<b>Copayments and Coinsurance</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.				
<b>Limitations</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.				
<b>SUBSTANCE ABUSE BENEFITS</b>					
<b>Deductible</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.				
<b>OOP Max</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> No change from current program.				
<b>EMPLOYEE ASSISTANCE PROGRAM (EAP)</b>					
<b>Program</b>	DIRECTV Employee Assistance Program				
<b>Eligibility</b>	Date of hire.				
<b>EE Class</b>	All employees.				
<b>Cost</b>	100% company-paid				
<b>Design</b>	Up to 5 EAP sessions per issue per year				
<b>Survivors</b>	None.				
<b>Eligible Retired Employees</b>	None.				

<b>DISABILITY BENEFITS</b>																			
<b>Effective Date(s)</b>	1/1/2024																		
<b>Program</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> DIRECTV Disability Income Program as described in the Summary Plan Description as these provisions change from time to time except as provided below.																		
<b>Short-Term Disability (STD)</b>	<p><u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> The DIRECTV Disability Income Program as described in the Summary-Plan Description. Temporary and Term employees are not eligible for LTD benefits. Short-term disability benefits and the other sources of income received are designed to replace 60 percent or 100 percent of Pay for the referenced weekly time periods, based on the Term of Employment when he/she qualifies for receipt of disability benefits, as shown below:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"></th> <th colspan="2" style="text-align: center;">% of Pay</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;"><u>Term of Employment</u></td> <td style="text-align: center;"><u>100%</u></td> <td style="text-align: center;"><u>60%</u></td> </tr> <tr> <td>6 months &lt; 2 years</td> <td style="text-align: center;">0 weeks</td> <td style="text-align: center;">26 weeks</td> </tr> <tr> <td>2 years &lt; 5 years</td> <td style="text-align: center;">4 weeks</td> <td style="text-align: center;">22 weeks</td> </tr> <tr> <td>5 years &lt; 15 years</td> <td style="text-align: center;">13 weeks</td> <td style="text-align: center;">13 weeks</td> </tr> <tr> <td>15 years or more</td> <td style="text-align: center;">26 weeks</td> <td style="text-align: center;">0 weeks</td> </tr> </tbody> </table>		% of Pay		<u>Term of Employment</u>	<u>100%</u>	<u>60%</u>	6 months < 2 years	0 weeks	26 weeks	2 years < 5 years	4 weeks	22 weeks	5 years < 15 years	13 weeks	13 weeks	15 years or more	26 weeks	0 weeks
	% of Pay																		
<u>Term of Employment</u>	<u>100%</u>	<u>60%</u>																	
6 months < 2 years	0 weeks	26 weeks																	
2 years < 5 years	4 weeks	22 weeks																	
5 years < 15 years	13 weeks	13 weeks																	
15 years or more	26 weeks	0 weeks																	
<b>Long-Term Disability (LTD)</b>	<u>2024 New Hires, 2019 New Hires, 2017 New Hires and Current Employees</u> The DIRECTV Disability Income Program as described in the Summary Plan Description as these provisions change from time to time except that Temporary and Term employees are not eligible for LTD benefits.																		
<b>DENTAL BENEFITS</b>																			
<b>Program</b>	DIRECTV Dental Program* (Bargained Employees) <ul style="list-style-type: none"> <li>• Dental PPO</li> <li>• DHMO (available at the discretion of the Company)</li> </ul> <p>*This document highlights key elements of program design. For complete program details, refer to the Summary Plan Description (SPD) &amp; associated Summary of Material Modifications (SMMs).</p>																		
<b>Eligibility for Coverage</b>	Eligibility for coverage continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).																		
<b>Eligibility for Company Subsidy</b>	Eligibility for Company subsidy continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).																		
<b>EE Class</b>	Regular Full Time & Part Time																		
<b>Full Time EE Contribution</b>	<u>Contributions for Dental PPO or DHMO (if available) for 2024-2027</u>  2024 – 2027 Ind \$9.50 Ind + 1 \$20.50 Family \$30.50																		

<b>Part Time EE Contributions</b>	<p><u>Based on Scheduled hrs./week:</u></p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hrs. = 50% of full cost of coverage*.</li> <li>• Less than 20 hrs. = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>* Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
<b>Annual Deductible</b>	<p>Network and ONA: \$25 per individual  Non-Network: \$50 per individual</p>
<b>Annual Maximum Benefit</b>	<p>Network and ONA: \$1,750 per individual*  Non-Network: \$1,300 per individual*</p> <p>*Not to exceed \$1,750 combined Network/Non-Network</p>
<b>Diagnostic &amp; Preventive</b>	<p>Class I (Diagnostic/Preventive)  Network/ONA*: 100%, Ded. Waived  Non-Network**: 100%, Ded. Waived</p> <p>*For ONA, paid at Network contracted rates.  **For Non-Network paid based on reasonable and customary amounts</p>
<b>Coverage Levels (replaces minor and major restorative)</b>	<p><u>Dental PPO Coinsurance</u></p> <p><b>Class II</b> (Basic restorative-fillings, extractions, periodontal treatment/maintenance)  Network and ONA*: 90%, after deductible  Non-Network**: 70%, after deductible</p> <p><b>Class III</b> (Major restorative – crowns, dentures, bridgework)  Network and ONA*: 80%, after deductible  Non-Network**: 50%, after deductible</p> <p><b>Class IV</b> (Orthodontia)  Network and ONA*: 80%, after deductible  Non-Network**: 50%, after deductible</p> <p>*For ONA, paid at Network contracted rate.  **For Non-Network paid based on reasonable and customary amounts.</p>
<b>Orthodontic – Lifetime Maximum</b>	<p>Network and ONA: \$2,000 per individual*  Non-Network: \$1,400 per individual*</p> <p>*Not to exceed \$2,000 combined Network/Non-Network</p>
<b>COB</b>	No change from current program.
<b>Survivor</b>	12 months Company extended coverage (CEC) concurrent with COBRA, then 100% cost of coverage for life or until remarriage.
<b>Eligible Retired Employees</b>	See Exhibit 1.
<b>Outside Network Area (ONA)</b>	<ul style="list-style-type: none"> <li>• ONA benefit provided to employees who reside in a zip code which does not meet the network standards.</li> <li>• ONA benefits are equivalent to PPO Network benefits</li> <li>• Enrollees who are in Network will be offered the PPO option only.</li> </ul> <p>Enrollees who are located outside the Network zip code criteria will be offered the ONA option only.</p>

VISION BENEFITS	
<b>Program</b>	<p><u>DIRECTV Vision Program* (Bargained Employees)</u></p> <p>*This document highlights key elements of program design. For complete program details, refer to the Summary Plan Description (SPD) &amp; associated Summary of Material Modifications (SMMs).</p>
<b>Eligibility for Coverage</b>	Eligibility for coverage continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).
<b>Eligibility for Company Subsidy</b>	Eligibility for Company subsidy continues to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)).
<b>EE Class</b>	Regular Full Time & Part Time
<b>Full Time EE Contribution</b>	<p><u>2024-2027</u></p> <p>Ind            \$3.50  Ind +1        \$6.50  Family        \$10.50</p>
<b>Part Time EE Contributions</b>	<p>Based on Scheduled hrs./week:</p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hrs. = 50% of full cost of coverage*.</li> <li>• Less than 20 hrs. = 100% of full cost of coverage* with no Company subsidy.</li> </ul> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
<b>Coverage Levels</b>	<p><b>Exam:</b> 1 exam per 12 months</p> <ul style="list-style-type: none"> <li>• Network:            \$0/0%</li> <li>• Non-Network:        \$28 towards exam cost</li> </ul> <p><b>Frame Allowance:</b> 1 pair per 12 months</p> <ul style="list-style-type: none"> <li>• Network:            \$130 allowance towards frame cost</li> <li>• Non-Network:        \$30 towards frame cost</li> </ul> <p><b>Lenses Allowance:</b> 1 set per 12 months</p> <p>Network:            \$0/0%</p> <p>Covers std. plastic lenses: Single, Bi-focal, Tri-focal, Lenticular, Progressive + Polycarbonate at 100%.</p> <p>Non-Network: \$30-\$80 towards lenses</p> <p><b>Contact Lenses Allowance:</b> Allowance per 12 months</p> <p>Network:            \$150 allowance  Non-Network:        \$150 allowance</p> <p><b>2nd Pair Benefit:</b> Network Only: Allows for a 2nd pair of glasses or contact lenses allowance after the first pair benefit/allowance is utilized, per 24 months.</p>
<b>COB</b>	No change from current program.
<b>Survivor</b>	No change from current program.
<b>Eligible Retired Employees</b>	See Exhibit 1.

<b>FLEXIBLE SPENDING ACCOUNTS</b>	
<b>Plan</b>	DIRECTV Flexible Spending Account Plan*  *This document highlights key elements of plan design. For complete plan details, refer to the Summary Program Description (SPD) & associated Summary of Material Modifications (SMMs).
<b>Dependent Care Spending Accounts</b>	
<b>Plan</b>	No change from current plan
<b>Eligibility</b>	No change from current plan.
<b>EE Class</b>	Regular Full Time & Part Time
<b>Maximum</b>	No change from current plan.
<b>Minimum</b>	No change from current plan.
<b>Health Care Spending Accounts</b>	
<b>Plan</b>	No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).
<b>Eligibility</b>	No change from current plan.
<b>EE Class</b>	Regular Full Time & Part Time
<b>Maximum</b>	No change from current plan except those that are mandated by healthcare reform legislation (PPACA) and to annually adjust the maximum contribution amount to that permitted by law for each calendar year for which the IRS issues timely guidance such that the Company can implement the change.
<b>Minimum</b>	No change from current plan except those that are mandated by healthcare reform legislation (PPACA).
<b>Survivor</b>	No change from current plan.
<b>Eligible Retired Employees</b>	No change from current plan.
<b>LIFE INSURANCE</b>	
<b>Program</b>	DIRECTV Group Life Insurance Program for Active Employees  *This document highlights key elements of program design. For complete program details, refer to the Summary Plan Description (SPD) & associated Summary of Material Modifications (SMMs).  Note: Contributions amounts are subject to annual adjustment.
<b>Eligibility</b>	All coverages: Eligible date of hire.
<b>EE Class</b>	Regular Full Time & Part Time
<b>Basic Life Insurance Benefit</b>	Basic: 1X Salary for the twelve months ending on Sept. 1 of previous plan year, rounded to the next \$1,000 Company paid. Max. \$7M basic plus supplemental.
<b>Supplemental Life Insurance Benefit</b>	1X-10X annual basic pay, max \$7M basic + supp; Employee paid; smoker/nonsmoker rates.
<b>Accelerated Death Benefit</b>	Available when life expectancy is 24 months or less. Minimum Distribution: 25% of total life insurance benefit. Maximum Distribution: lesser of 75% of total life insurance benefit or \$1M
<b>AD&amp;D</b>	Basic: 1X annual basic pay; Company paid Supp: 1X-10X annual basic pay Spouse and child: applies
<b>Seatbelt Incentive</b>	Company paid \$10K. Supplemental, spouse, & child AD&D also have \$10K.



<b>Dependent Benefit Amount</b>	Employee paid Spouse/RDP life and AD&D: \$10K, \$25-\$300K in \$25K increments; smoker/nonsmoker rates. Child life and AD&D: \$5K-\$30K in \$5K increments
<b>LTD Coverage</b>	Basic & Supplemental life (not AD&D) continues for 3 years. Dependent coverages end with end of STD
<b>Portability upon termination</b>	Yes for supplemental employee life only
<b>Conversion upon termination</b>	Basic & Supplemental life, not AD&D. Spouse and child life, not AD&D.
<b>Survivor</b>	No change from current program.
<b>Eligible Retired Employees</b>	No change from current program.
<b>Guaranteed Issue</b>	No Evidence of Insurability (EOI) for Supplemental life coverage of up to 3X Annual Pay on initial enrollment or of an additional 1X Annual Pay for a Qualified Life Event, but may not exceed 10X Annual Pay, otherwise EOI required for any increase.  No EOI for Spouse coverage of \$10K during initial enrollment period. Otherwise, EOI required for any enrollment or increase.  No EOI for Child coverage at any time for initial enrollment or increase in amount.
<b>ADOPTION ASSISTANCE POLICY</b>	
<b>Policy</b>	No change from current policy.
<b>Eligibility</b>	No change from current policy.
<b>EE Class</b>	No change from current policy.
<b>Maximum</b>	No change from current policy.
<b>TUITION REIMBURSEMENT POLICY</b>	
<b>Eligibility</b>	6 months of service.
<b>EE Class</b>	No change from current policy.
<b>Maximum (same for FT &amp; PT)</b>	Annual Tuition Cap-No change from current plan. Tuition Lifetime Cap-Undergraduate-\$20,000 Graduate-\$25,000.
<b>Reimbursement for classes</b>	Full Time: 100% ≥ 20 hours: 75% < 20 hours: 50%  Fees required by the school to take the course will be reimbursed, e. g., lab fees, transportation fees, recreation fees
<b>PENSION PLAN</b>	
<b>Effective Date(s)</b>	<b>1/1/2024</b>
<b>Program(s)</b>	Employees hired or rehired on or before December 31, 2010 DIRECTV Bargained Program of the DIRECTV Bargained Pension Plan  Employees hired, rehired or transferred after December 31, 2010 and before January 1, 2015 Bargained Cash Balance Program #2 (BCB#2 Program) of the DIRECTV Pension Benefit Plan  Employees hired, rehired or transferred on or after January 1, 2015 Ineligible

<b>Benefits</b>	<u>Employees hired or rehired on or before December 31, 2010</u> No change from current program  <u>Employees hired, rehired or transferred after December 31, 2010 and on or before December 31, 2014</u> No change from current program  <u>Employees hired, rehired or transferred on or after January 1, 2015</u> Ineligible
<b>SAVINGS PLAN</b>	
<b>Effective Date(s)</b>	<b>1/1/2024</b>
<b>Program</b>	DIRECTV Retirement Savings Plan (DRSP)
<b>Benefits</b>	Current Employees, 2017 New Hires, 2019 New Hires <b>and 2024 New Hires</b> No change from current program

**Retiree Health Care for Bargained Employees of the Company  
Benefit Outline Summary**

**Retiree Health Care for Bargained Employees for the period January 1, 2024 through December 31, 2027 who terminate employment during the period 1/1/2024 through 12/31/2027.**

Employees who are eligible for post-employment benefits when employment ends (**"Eligible Retired Employees"**) shall be eligible to participate in the same plan as an active current employee except as specifically noted, with the same provisions that apply to active employees, except that provisions regarding eligibility for post-employment benefits and monthly contributions shall remain the same as the rules that applied to similarly situated former employees as of 12/31/2023 and shown in the chart below:

Hire Date	Hired before 1/1/2005		Hired on or after 1/1/2005
Plan	Former SWBW Plan Participants	Former EDGE Plan Participants	NBBP or its Successor Plan(s) For Employees of the Company
Eligibility Rule	Modified rule of 75 <input type="checkbox"/> 30 (NCS) and any age <input type="checkbox"/> 25 (NCS) & 50 (age) <input type="checkbox"/> 20 (NCS) & 55 (age) <input type="checkbox"/> 10 (NCS) & 65 (age)	Transition Groups 1-4	Modified rule of 75 <input type="checkbox"/> 30 (NCS) and any age <input type="checkbox"/> 25 (NCS) & 50 (age) <input type="checkbox"/> 20 (NCS) & 55 (age) <input type="checkbox"/> 10 (NCS) & 65 (age)
Retiree contributions	Same as active employees' contributions	Parent company provides benefit for Transition Group 1 Subsidy varies for Transition Groups 2-3; Access only for Transition Group 4  [Edge Plan retiree contributions are subject to change. See Summary Plan Description.]	Retiree pays 100% for coverage (Access Only)

Nothing in this Agreement or in Exhibit 1 shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING  
PERSONNEL RECORDS

This Memorandum of Understanding by and between **DIRECTV** Customer Services, **LLC** (The "Company") and the Communications Workers of America (The "Union") hereby reflects the additional understandings and agreements between the parties with respect to personnel records as follows:

1. Upon written request, an employee shall be permitted to examine records containing personally identifiable employee information about themselves pursuant to and in accordance with the Company's then current policies and procedures relating to that subject.
2. The Company shall provide an employee with any written notice of disciplinary action within a reasonable period.
3. **As part of the settlement of an active Grievance, a disciplinary entry may be removed from an employee's personnel record upon written agreement signed by the Company and the Union.**

February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

Subject to ratification of the **2023** Labor Agreement between **DIRECTV** Customer Services, **LLC**, and the Communications Workers of America, the Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive wireless industry. Call Quality Observation **is a** tool to evaluate the effectiveness of employees to reach and maintain quality service, and to continually develop employees' skills to provide high quality service, as well as to expand personal growth. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect to enhance job satisfaction.

In addition, to ensure courteous treatment, accurate information, and superior service, customer calls may be observed for many productive purposes such as, but not limited, to assisting in the training and development of employees, identification of customer needs, and product evaluation.

The following language applies to employees in call centers:

- A maximum of eight (8) randomly selected customer calls per representative per month may be observed. Management shall select the first call to be observed and will alternate selection with the employee for all calls thereafter. Calls selected by the employee must have a minimum duration of three (3) minutes or more. Calls selected for evaluation shall be selected from those calls that occurred after the employee's most recent call evaluation. Management will determine the method of evaluation.
- Calls used for calibration purposes by management and additional customer calls selected for coaching purposes will not be used toward discipline except in the event of misconduct.

The Company and Union recognize that discussions concerning performance and coaching are most effective when communicated in a reasonably close timeframe to the observation. To this end, the Company will generally review with the employee the Call Quality Observation results within the employee's next two (2) scheduled work days following the quality observation.

Sincerely,

A handwritten signature in cursive script that reads "Brian Cattaneo".

---

Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

Subject to ratification of the **2023** Labor Agreement between **DIRECTV** Customer Services, **LLC**, and the Communications Workers of America, it is the Company's intent in administering the provisions of Article 2, Recognition and Establishment of the Unit, Section 2, related to the subcontracting of work, to consider the interest of customers and employees as well as the needs of the Company in its highly competitive and dynamic business. For various reasons including, but not limited to, law, regulations, changing industry structure, economic and competitive conditions, and business considerations, it is not possible for the Company to make specific commitments on contracting out of work. However, it is the Company's general policy that traditional wireless work will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees in the bargaining unit. It is the general policy of the Company:

- To have employees within the bargaining unit perform bargaining unit work;
- To provide notice to the Union when contracting, except as noted above, is anticipated to last more than ninety(90) days, and to discuss the reasons for such contracting;
- To consider the use of Union-represented contractors to perform work normally performed by the bargaining unit with the understanding that the selection of any contractor is determined solely by the Company; and
- To generally use contractors for reasons associated with force or technological requirements or to operate specialized equipment and/or systems.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV



February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

As you know, the Company has many pieces of powered equipment in the Distribution Center. "Tow motor" equipment is currently identified by management to include pacers, swing lifts, order pickers and sit down propane forklifts. Tow motor equipment does not include items such as, but not limited to, pallet jacks, box erectors, tape machines, and label applicators. As warehouse technology improves, management may determine it is necessary to review and change the definition. It is not possible to predict the impact that the evolution of technology may create in this environment.

Subject to the ratification of the **2023** Labor Agreement between **DIRECTV Customer Services, LLC** and the Communications Workers of America and based on business needs, the Company will endeavor to identify **DIRECTV** employees, on each shift, who have an interest in being properly certified to operate tow motor equipment in the Company's Distribution Center. In order to be eligible for certification, the employee must have no active disciplinary action.

Furthermore, **DIRECTV** employees in the Distribution Center will be provided with the opportunity to choose tours prior to the assignment of agency workers. Management will provide the anticipated work schedules and allow unit employees to bid on those shifts in seniority order in accordance with the Labor Agreement. The Company may identify and staff certain work groups with Company employees. These may include, but are not limited to, Quality Assurance, Inventory Control and Receiving. The availability of schedules and work cannot be fully anticipated or guaranteed for these or any other work group in the Warehouse. Except for the allowance of shift bids as provided, this in no way limits the Company's rights regarding agency workers.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

LOA **4** Distribution Center Leadership Forum

February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

It is in the Company and Union's mutual interests to be aware of and respond to issues involving the day-to-day operations of the Distribution Center. To this end, the Company and Union will establish a Leadership Forum to exchange information and discuss issues of interest to the Union employees and the Distribution Center management. The Leadership Forum will consist of two **(2)** local Union officials from Local 3806 of the Union's choosing and two **(2)** representatives of the Company's choosing. The Leadership Forum will meet as needed but no less than **semi-annually**. The Leadership Forum is intended to open a dialogue between the Union and management to foster a better trust and working relationship between them. The Leadership Forum will not modify the terms, conditions and interpretations of the contract but will have the ability to discuss all other matters of mutual interest. Although the operations of the Distribution Center are the responsibility of the Company, management commits to give due consideration to input and opinions received in Leadership Forum meetings.

This general policy does not supersede any provisions of the **2023** Labor Agreement and expires on February **20, 2027**.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

LOA 5 Distribution Center Dress Code

February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

Within **120** days of ratification of the **2023** Labor Agreement, a joint **discussion** consisting of two Union representatives, selected by the Union, and two Company representatives, selected by the Company, will **meet** to discuss the Distribution Center **dress code**. Within 30 days of the **meeting the Company will advise the Union of** any agreed to suggestions for changes to the current **dress code**. **Any subsequent discussions needed on this topic shall be handled through the Leadership Forum.**

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

February 11, 2023

Mr. Kelvin Banks  
Administrative Director, District 3  
Communications Workers of America  
4100 Perimeter Park S  
Atlanta, GA 30341

Dear Mr. Banks:

The Company will provide the **Distribution Center** employees who are required by the Company's EH&S policies to wear safety footwear because of the work duties they perform not more than one (1) pair of climbing boots or safety footwear per calendar year from a pre-established list as determined by the Company. The Company will determine the process under which the climbing boots or safety footwear will be provided.

Sincerely,



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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

**MEMORANDUM OF UNDERSTANDING REGARDING  
ELECTRONIC LINK TO CWA WEBSITE**

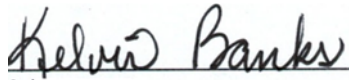
**This is an agreement between DIRECTV Customer Services, LLC and (the "Company") and Communications Workers of America, ("Union") by which the Company agrees, effective upon ratification of the 2023 Labor Agreement between the parties, to provide a procedure whereby eligible employees of the Company may access a link on the Company intranet to CWA Local websites.**

**The terms of the agreement are as follows:**

- 1. The Company will place a link on the Company intranet to CWA websites as soon as practicable following ratification.**
- 2. There shall be a unique link to the website for the CWA Locals in Grayson, KY, Huntsville, AL, Southaven, MS, and Sunrise, FL.**

**This Memorandum of Agreement will remain in effect through the term of the 2023 Collective Bargaining Agreement between the Parties.**

**FOR THE UNION:**



**Kelvin Banks  
Administrative Director, District 3  
Communications Workers  
of America**

**FOR THE COMPANY:**



**Brian Cattaneo  
Senior Director, Labor  
Relations  
DIRECTV**

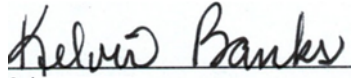
## **MEMORANDUM OF UNDERSTANDING REGARDING ELECTRONIC DUES AUTHORIZATION**

**The parties acknowledge and agree that the terms “written authorization” or “in writing signed by such employee” or similar language referring specifically to signed payroll dues deduction authorization forms, as provided in Article 5 (Deduction of Union Dues) of the Collective Bargaining Agreement, includes dues deduction authorizations created and maintained by use of electronic records and electronic signatures so long as such signatures are consistent with any and all applicable law(s). The Union, therefore, shall use electronic records to verify authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE or PAF Funds, subject to the requirements of any applicable law. Such electronic signatures will be electronically presented to the Company by the Union in the form of Exhibit A, and in accordance with the Union’s processes for collecting such cards which will be provided to the Company upon request. The Company shall accept confirmations from the Union that the Union possesses electronic records of such electronic dues deduction authorizations and give full force and effect to such authorizations as “written authorization” or “in writing signed by such employee” or similar iterations for purposes of the dues deduction authorization provisions found within the Collective Bargaining Agreement during the term of this MOU unless the Company comes into possession of evidence that creates reasonable cause to doubt the authenticity or validity of the asserted signature. In addition, the Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees and charges of any kind which may arise out of or result from the honoring by the Company of electronically signed dues or fees deduction authorizations in accordance with the provisions of this Agreement and the transmitting of such deducted dues or fees to the Union. The Company’s acceptance of such electronic signatures shall be non- precedent setting. Additionally, the parties agree that if the Union receives a signed payroll dues deduction, COPE or PAF authorization form in paper, it shall only transmit such form to the Company in an electronic format such as PDF sent via email (that is paper forms shall not be mailed to the Company.)**

**This Memorandum of Agreement will remain in effect through the term of the 2023 Collective Bargaining Agreement between the**

**Parties.**

**FOR THE UNION:**



**Kelvin Banks**  
**Administrative Director, District 3**  
**Communications Workers**  
**of America**

**FOR THE COMPANY:**



**Brian Cattaneo**  
**Senior Director, Labor**  
**Relations**  
**DIRECTV**



## ATTACHMENT A

This document provides a comprehensive description of the proposed text and fields contained within the DIRECTV E-card.

\* Asterisk indicates a required field.

**First page:** "This is a simple form with three different sections. You will receive a receipt in your email of your entry and will have the opportunity to make changes by email if something was entered in mistake. If you prefer to sign paper copies of any of these forms, please contact [insert contact]."

**Second page - CWA Membership Form:**

**Header:** "I hereby request and accept membership in the Communications Workers of America (CWA) and when accepted by the Local, agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local to which I am assigned."

**Fields:**

**First Name\***

**Last Name\***

**Work Location Address\***

**Work Location State\***

**Employee ID**

**Local Number**

**Home**

**Address\***

**Home City\***

**Home State\***

**Home Zip\***

**Personal E-mail**

**Address\* Personal Cell**

**Phone**

**CWA Text/Call Opt-in**

**Membership question - radio buttons with two options:\***

- "Yes, I accept membership in the Communications Workers of America!"
- "No, I decline membership. I understand I don't get to vote for local union officers or on contracts."

**Electronic Signature\*, with preface of "This typed electronic signature is equivalent to, and in place of, a hand-written signature. CWA and I agree that this card may be electronically signed and that the electronic signature appearing here is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility."**

**Automatically collected fields:**

**Signature**

**Date**

**Timestamp**

**IP Address**

**Third page - Dues (or Equivalent Fee) Deduction Form:**

**Header: "I hereby authorize DIRECTV to deduct from the compensation (including disability benefits or vacation payments) due me an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted 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 is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be emailed during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement."**

**Fields:**

**All fields are carried over from previous page (if filled in), except the Dues Deduction Authorization question and the Electronic Signature.**

**First Name\***

**Last Name\***

**Work Location Address\***

**Work Location State\***

**Employee ID**

**Local Number**

**Home**

**Address\***

**Home City\***

**Home State\***

**Home Zip\***

**Personal E-mail**

**Address\* Personal Cell**

**Phone**

**CWA Text/Call Opt-in**

**Dues Deduction Authorization question - radio buttons with two options:\***

- **“Yes, I choose to opt in for payroll dues deduction. I affirm that I am an employee employed by DIRECTV. I authorize DIRECTV to deduct from my salary an amount equal to regular monthly deals. This authorization shall remain in effect unless I cancel in writing.”**
- **“No, I choose to opt out of payroll dues deduction.”**

**Electronic Signature\*, with preface of “This typed electronic signature is equivalent to, and in place of, a hand-written signature. CWA and I agree that this card may be electronically signed and that the electronic signature appearing here is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility.”**

**Automatically collected fields:**

**Signature Date**

**Timestamp**

**IP Address**

**Fourth page - Political Contributions Committee Payroll Deduction Form:**

**Fields:**

**Field carried over from previous page (if filled in) include First and Last Name, Local Number, Home Address, Home City, Home State, Home Zip, Personal Email Address, Personal Cell Phone, and CWA Text/Call Opt-in.**

**First Name**

**Last Name**

**Occupation**

**Local**

**Number**

**Home**

**Address**

**Home City**

**Home State**

**Home Zip**

**Personal Email**

**Address Personal Cell**

**Phone CWA Text/Call**

**Opt-in**

**Amount to Deduct Per Pay Period - radio buttons with the following options:**

- **\$5**
- **\$15**
- **\$20**
- **\$25**
- **Other - write in**

**Select one - radio buttons with the following options:**

- **New Enrollment**
- **Change of Amount**
- **Cancellation**

**Political Contributions Authorization question - radio buttons with two options:\***

- **"Yes, I hereby authorize my employer to deduct from my wages the listed sum each pay period and to remit such amount to the Communications Workers of America-Committee on Political Education Political Contributions Committee. (CWA- COPE PCC)."**
- **"No, I choose to opt out."**

**Legal language prior to Electronic Signature: "THIS AUTHORIZATION IS VOLUNTARILY MADE BASED ON MY SPECIFIC UNDERSTANDING THAT:**

**The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.**

**I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.**

**Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year. Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes."**

**Electronic Signature\*, with preface of "This typed electronic signature is equivalent to, and in place of, a hand-written signature. CWA and I agree that this card may be electronically signed and that the electronic signature appearing here is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility."**

**Automatically collected fields:**

**Signature Date**

**Timestamp**

**IP Address**

**Fifth and final page - Receipt page. Form logic will only show certain parts if the worker has opted in for membership, dues deduction, and/or political contributions. Email receipt delivers identical information:**

**If opted in for membership: Welcome to CWA!**

**This message is to confirm that we have received an electronic submission of authorization from you requesting and accepting membership in the Communications Workers of America (CWA). We have sent a confirmation message to the email address you provided: [Personal email]**

**Building a strong union at DIRECTV requires that we all pitch in to help out. We're excited for you to get involved! To find out how, contact [insert contact].The information you submitted is below. If you need to correct any of the information you submitted, please contact us at [insert contact].**

**Name: [value]**

**Work Location Address:**

**[value] Work Location State:**

**[value] Employee ID: [value]**

**Local: [value]**

**Address:**

**[value] City:**

**[value] State:**

**[value] Zip:**

[value]  
Personal Email: [value]  
Personal Cell Phone: [value]  
I want union-related updates from CWA via cell (text & voice):  
[value]  
Electronic Signature: [value]  
Signature Date: [value]

**CWA Membership: [value]**

**If opted in for dues deduction authorization: We have received an electronic submission of authorization from you authorizing dues deduction. We have sent a confirmation message to the email address you provided: [value]**

**The information you submitted is below. If you need to correct any of the information you submitted, please contact us at [insert contact].**

**Name: [value]  
Work Location Address:  
[value] Work Location State:  
[value] Local No.: [value]  
Home Address: [value]  
City: [value]  
State: [value]  
Zip: [value]  
Personal Email: [value]  
Personal Cell Phone: [value]  
I want union-related updates from CWA via cell (text & voice):  
[value]**

**Dues Deduction Authorization: [value]**

**Electronic Signature: [value]  
Signature Date: [value]**

**If opted in for political contributions: We have received an electronic response regarding contributions to the CWA-COPE-PCC. We have sent a confirmation message to the email address you provided: [value]**

**If you would like to make any change any amount you contribute to the CWA-COPE-PCC, please email: [cwacope@cwa-union.org](mailto:cwacope@cwa-union.org).**

**Name: [value]**  
**Occupation: [value]**  
**Address: [value]**  
**City: [value]**  
**State: [value]**  
**Zip: [value]**  
**Personal Email: [value]**  
**Personal Cell Phone: [value]**  
**I want union-related updates from CWA via cell (text & voice):**  
**[value]**

**Amount to Deduct Per Pay Period: [value]**  
**Type: [value]**

**Political Contributions Authorization:[value]**

**Electronic Signature: [value]**  
**Signature Date: [value]**

## **MEMORANDUM OF AGREEMENT WORK FROM HOME**

**This agreement between DIRECTV Customer Services, LLC (hereinafter referred to as the "Company" or "Management") and Communications Workers of America (hereinafter the "Union") outlines the understanding reached by the parties regarding employees in Work From Home (WFH) titles covered by the 2023 Labor Agreement.**

**The Union agrees that any action taken by the Company regarding this agreement shall not be viewed, argued, or deemed as a waiver by the Company relating to any articles or provisions under the 2023 Labor Agreement, including but not limited to the Company's management rights, basis of compensation or safety provisions contained therein.**

**This Memorandum of Agreement covers the agreement reached between the Company and the Union regarding employees in Work From Home titles.**

- 1) Employees will be expected to work their scheduled tours unless otherwise directed by Management. Employees are required to log off from all Company systems and tools at the end of their tour. All schedule changes will follow the provisions of the contract.**
- 2) It is expected that employees working from home have reliable internet and power service to perform their job duties. In the case of an intermittent outage, excused, unpaid time, exchange time and PTO, when available, will be offered.**
- 3) If there is an outage related to a DIRECTV system, the employee will continue to be paid for their scheduled work time. As with employees working in the center, if there is an outage of a DIRECTV system, the employees may be asked to perform other work or activities as directed by management (e.g., training). If the outage is anticipated to be for an extended period of time, the employees may be offered excused, unpaid time.**
- 4) Employees are to ensure the Company equipment, systems and information is protected from theft and unauthorized access (i.e., visitors, children, spouse, etc.) at all times and that care is taken to protect equipment from damage due to carelessness or neglect (i.e., spills, pets, smoke, etc.).**
- 5) The Company will provide a link to employees on the Company's intranet site for access to the employee's CWA Local website as indicated in the Memorandum of Understanding regarding Electronic Link to CWA Website.**

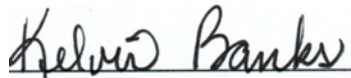


- 6) The Local President (or designee) will receive advance notice of scheduled New Hire Orientation sessions and will be provided with a web link for his/her participation in the meeting, in accordance with Article 17.
- 7) Web cameras may be used for training, coaching/feedback sessions, skill transfer sessions, team calls, virtual face to face meetings, and to ensure compliance with the clean desk policy, and will not be used for surveillance purposes.
- 8) Nothing that violates Company policy or the DIRECTV Our Code Of Conduct may be done or stored on the Company provided equipment.
- 9) All provisions of the contract and Company policies not specifically modified by this Agreement will continue to apply to employees who work from home.

This Memorandum of Agreement will remain in effect through the term of the 2023 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV Customer Services,  
LLC**



**Kelvin Banks**  
**Administrative Director, District 3**  
**Communications Workers of**  
**America**



**Brian Cattaneo**  
**Senior Director, Labor Relations**  
**DIRECTV**