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For CWA:  
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DIRECTV  
and  
COMMUNICATIONS WORKERS OF AMERICA  
DISTRICTS 1, 2-13, 4, 7 & 9  
COMPANY PACKAGE PROPOSAL  
August 12, 2022

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**THIS PROPOSAL MUST BE ACCEPTED OR REJECTED IN ITS ENTIRETY AND EFFECTIVELY REJECTS ALL PROPOSALS THAT ARE NOT INCLUDED IN THIS PROPOSAL PACKAGE.**

**COMPANY PACKAGE PROPSAL**  
**August 12, 2022**

The Company submits the following Package Proposal for a successor collective bargaining agreement to the 2017 Regional Labor Agreement as the DIRECTV Care Labor Agreement, to include DIRECTV in-scope job titles listed below:

**DIRECTV IN-SCOPE JOB TITLES**

CLIENT SERVICE SPECIALIST  
CLIENT SERVICE SPECIALIST (WFH)  
CLERK  
CLERK (WFH)  
CUSTOMER SERVICE REPRESENTATIVE I  
CUSTOMER SERVICE REPRESENTATIVE (WFH)  
VIDEO SOLUTION SPECIALIST  
VIDEO SOLUTION SPECIALIST (WFH)  
WORK FORCE ADMINISTRATOR  
WORK FORCE ADMINISTRATOR (WFH)

Any Union proposals not countered in this proposal are deemed rejected. All prior open Company proposals not included in this package proposal are deemed withdrawn.

Subject to the parties executing this proposal by August 12, 2022, and the ratification of the 2022 Agreement by August 31, 2022, the Company will pay the General Wage Increases listed below and the attached benefits. If the stated conditions are met, the 2022 wage increases will be effective February 12, 2022, and the benefit changes will be effective beginning the 2023 plan year.

Provisions in this proposal shall become effective as stated, or as soon as practicable after the ratification date, subject to receipt by the Company of written notification from an authorized representative of the Union that the Agreement has been duly ratified by the employees represented by the Union, provided said notification is received by the Company on or before 5:00 p.m. Central Standard Time on August 31, 2022. If the stated conditions are not met, this offer will have no force or effect, and all proposals made by the Company up to that time will be deemed withdrawn.

**THIS PROPOSAL MUST BE ACCEPTED OR REJECTED IN ITS ENTIRETY AND EFFECTIVELY REJECTS ALL RELATED PROPOSALS THAT ARE NOT INCLUDED IN THIS PROPOSAL PACKAGE.**

**GENERAL WAGE INCREASE**

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The top step of the wage tables for each job title shall be increased as shown in the table below. The remaining steps in the wage tables, other than step 1 which will remain the same as in the 2017 Regional Labor Agreement, would be exponentially increased.

<b>EFFECTIVE DATE</b>	<b>TOP STEP</b>	<b>BOTTOM STEP</b>
February 12, 2022	5.00%	No Change
February 12, 2023	3.00% + COLA	No Change
February 11, 2024	3.00% + COLA	No Change
February 9, 2025	3.00% + COLA	No Change

Annual increases are effective on the dates indicated above. The Company will notify the Union when it is ready to implement the 2022 wage adjustment.

**COST OF LIVING ADJUSTMENT (COLA)**

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Effective February 12, 2023, an adjustment will be made in basic weekly rates in each wage schedule. The amount of the adjustment shall be 0.5 times the increase above three and one-half percent (3.5%) in the U.S. Department of Labor Statistics "CPI-W" (1982-84=100) for December 2022 over December 2021. The adjustment will be added to the 2023 General Wage increase and applied exponentially with no change to the starting wages. However, in no event shall the wage increase for 2023 exceed 5% in total.

Effective February 11, 2024, an adjustment will be made in basic weekly rates in each wage schedule. The amount of the adjustment shall be 0.5 times the increase above three and one-half percent (3.5%) in the U.S. Department of Labor Statistics "CPI-W" (1982-1984=100) for December 2023 over December 2022. The adjustment will be added to the 2024 General Wage Increase and applied exponentially with no change to starting wages. However, in no event shall the wage increase for 2024 exceed 5% in total.

Effective February 9, 2025, an adjustment will be made in basic weekly rates in each wage schedule. The amount of the adjustment shall be 0.5 times the increase above three and one-half percent (3.5%) in the U.S. Department of Labor Statistics "CPI-W" (1982-1984=100) for December 2024 over December 2023. The adjustment will be added to the 2025 General Wage Increase and applied exponentially with no change to starting wages. However, in no event shall the wage increase for 2025 exceed 5% in total.

**ONE-TIME BONUS**

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A \$500 lump sum one-time bonus shall be paid if the Company receives official notice from the Union on or before 5:00 p.m. Central Standard Time on August 31, 2022. Employees must be on payroll in a DIRECTV Care (formerly Orange) In-Scope Job Title on both the Ratification Date and the payout date to be eligible to receive the payment. All payments will be subject to normal wage withholdings and deductions. The Company will pay this bonus within a reasonable time following the Ratification Date.

**CONSOLIDATED TITLES: Video Solution Specialist & Video Solutions Specialist (WFH)**

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The Video Solutions Specialist and the Video Solutions Specialist (WFH) titles will replace Customer Service Representative I, Client Service Specialist, and Customer Service Representative (WFH), Client Service Specialist (WFH) titles, respectively. A new wage table for both the consolidated Video Solution Specialist and Video Solution Specialist (WFH) titles will be created exponentialized with Step 13 being \$950.00 and Step 1 being \$600. The agreed upon GWIs will be applied for 2023 through 2025.

**Customer Service Representative I (CSRI) to Video Solution Specialist Title & Customer Service Representative (WFH) (CSR (WFH)) to Video Solution Specialist (WFH)**

Current CSRI/CSR (WFH) will be slotted into the closest step in the new wage schedule applicable to the Video Solution Specialist/Video Solution Specialist (WFH) titles, respectively, that is equal to, but not less than, their current weekly rate. For those employees in progression, the next increase date will be reset upon the move into the new title/wage table and employees will receive the next applicable step increase six (6) months from the date of the move in accordance with wage progression rules. The provisions of Article 19, Section 1.c. do not apply to this upgrade.

Wage increases resulting from the upgrade to the Video Solution Specialist and Video Solution Specialist (WFH) titles will not be retroactive but will be effective on the date of the move to the new title. The Company will complete movements into the Video Solution Specialist and Video Solution Specialist (WFH) titles within sixty (60) days after the Contract Ratification Date.

Customer Service Rep 1			
Current Table Post GWI		New Table	
Entry	<u>2022</u>	Entry	<u>2022</u>
Step 1	418.50	Step 1	600.00
Step 2	445.50	Step 2	623.00
Step 3	473.50	Step 3	647.00
Step 4	504.00	Step 4	672.00
Step 5	536.50	Step 5	698.00
Step 6	570.50	Step 6	725.00
Step 7	607.00	Step 7	753.00
Step 8	646.00	Step 8	782.00
Step 9	687.00	Step 9	812.00
Step 10	731.00	Step 10	843.50
Step 11	778.00	Step 11	876.00
Step 12.	827.50	Step 12.	910.00
Step 13	880.50	Step 13	950.00

- 1) Steps 1-6 move to Step 1 on New Table
- 2) Step 7 moves to Step 2
- 3) Step 8 moves to Step 3
- 4) Step 9 moves to Step 5
- 5) Step 10 moves to Step 7
- 6) Step 11 moves to Step 8
- 7) Step 12 moves to Step 10
- 8) Step 13 moves to Step 12

**Client Service Specialist (CSS) to Video Solution Specialist Title & Customer Service Representative (WFH) (CSS (WFH))to Video Solution Specialist (WFH)**

Current CSSs/CSS (WFH) will be slotted into the closest step in the new wage schedule applicable to the Video Solution Specialist/Video Solution Specialist (WFH) titles, respectively, that is equal to, but not less than, their current weekly rate. For those employees in progression, the next increase date will be reset upon the move into the new title/wage table and employees will receive the next applicable step increase six (6) months from the date of the move in accordance with wage progression rules. The provisions of Article 19, Section 1.c. do not apply to this upgrade.

Wage increases resulting from the upgrade to the Video Solution Specialist and Video Solution Specialist (WFH) titles will not be retroactive but will be effective on the date of the move to the new title. The Company will complete movements into the Video Solution Specialist and Video Solution Specialist (WFH) titles within sixty (60) days after the Contract Ratification Date.

Client Service Specialist			
Current Table Post GWI		New Table	
Entry	2022	Entry	2022
Step 1	540.00	Step 1	600.00
Step 2	566.00	Step 2	623.00
Step 3	593.00	Step 3	647.00
Step 4	621.00	Step 4	672.00
Step 5	650.50	Step 5	698.00
Step 6	682.00	Step 6	725.00
Step 7	714.50	Step 7	753.00
Step 8	748.50	Step 8	782.00
Step 9	784.00	Step 9	812.00
Step 10	821.50	Step 10	843.50
Step 11	861.00	Step 11	876.00
Step 12	902.00	Step 12	910.00
Step 13	945.00	Step 13	950.00

- 1) Steps 1-3 move to Step 1 on New Table
- 2) Step 4 moves to Step 2
- 3) Step 5 moves to Step 4
- 4) Step 6 moves to Step 5
- 5) Step 7 moves to Step 6
- 6) Step 8 moves to Step 7
- 7) Step 9 moves to Step 9
- 8) Step 10 moves to Step 10
- 9) Step 11 moves to Step 11
- 10) Step 12 moves to Step 12
- 11) Step 13 moves to Step 13

## **SETTLEMENT AGREEMENT LANGUAGE**

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Attendance Policy:

Statement of Intent Regarding Attendance Policy Changes

- Attendance points will roll off after six (6) active months
- These changes to the attendance policy will remain in effect until at least February 11, 2025
- All other elements of the attendance policy remain unchanged

Unscheduled Absence Points thresholds will be revised as follows:

Less than 10 minutes missed from scheduled shift = No Points

10 minutes – 120 minutes missed from scheduled shift = 0.25 points

121 minutes – 240 minutes missed from scheduled shift = 0.50 points

241 minutes – 360 minutes missed from scheduled shift = 0.75 points

361 minutes or more missed from scheduled shift = 1.00 point

When an employee is absent for consecutive days, one point will be assigned to the first day of an unexcused absence in each multi-day occurrence. The second and each subsequent day of unexcused absence in each multi-day occurrence will be assessed one-half (0.5) point (e.g., an employee will receive two points for a three-day unexcused absence; one point for the first day, one-half point for the second day, and one-half point for the third day).

Attendance Coaching and Discipline is applied according to the following schedule:

0.00 – 2.75 Occurrence Points = Coaching/Manager Review

3.00 – 3.75 Occurrence Points = Counseling Notice

4.00 – 4.75 Occurrence Points = Written Warning

5.00 – 5.75 Occurrence Points = Final Written Warning

6.00+ Occurrence Points = Review for Termination

## ARTICLES

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This Company Package Proposal includes all Articles below to be included in the 2022 Agreement. All existing Articles contained in the 2017 Regional Labor Agreement to which the Union and the Company did not mutually agree to make any changes during the 2022 negotiations shall also continue with full force and effect in the 2022 Agreement as indicated below.

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### ARTICLE 1 AGREEMENT

THIS AGREEMENT is made and entered into effective February 12, ~~2017~~ **2022** by and between **DIRECTV Customer Services, LLC; AT&T Mobility Services LLC and AT&T Customer Services, Inc.** as to those employees covered under Article 2 (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 Districts 1, 2-13, 4, 7, and 9 as defined February 12, ~~2017~~ **2022**. 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. Outside Premise Sale Representatives and all employees exempt by the National Labor Relations Act are excluded.

Section 2. For the purpose of determining whether employees employed in newly created job classifications or titles shall be included or excluded from the bargaining unit covered by the terms of this Agreement, the parties agree as follows:

- a. The Company shall have the right to create and define any new job classification or job title in the bargaining unit and to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate.

- (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 of the parties within seven (7) days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they

will select 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 DEFINITIONS OF EMPLOYEES

Section 1. An "employee" is defined as any person designated as active on the payroll of the Company and covered by this Agreement as provided in Article 2 (Recognition). Each employee will be classified as either regular or temporary as determined by the Company based on the employment period expectations at the time of hire.

Section 2. A regular employee may be either full-time or part-time.

Section 3. A regular full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week and whose employment is reasonably expected to continue for longer than twelve (12) months.

Section 4. A regular part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week. The Company may reclassify part-time employees to full-time employees. Should the Company determine it appropriate to reclassify full-time employees to part-time employees; it will first seek volunteers from the affected work group and then force in reverse order seniority. The classification of a part-time employee is based on the employee's "average equivalent work week". The "average equivalent work week" of each part-time employee shall be reviewed by the Company no less often than every six (6) months of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period divided by 4.35, rounding the result to the next higher whole number.

Section 5. 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 twelve (12) months, unless extended by mutual agreement. However, if the project becomes indefinite, the Company may reclassify temporary employee(s) to regular full-time or regular part-time employees.

The termination of the employment of such temporary employees for reasons other than "work completed" shall be subject to the grievance provisions of this

Agreement, however, such termination will not be subject to the arbitration provisions of this Agreement.

Section 6. Temporary Agency workers 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. The Company will provide a report to the Union, on a monthly basis, of the use of temporary agency workers. The use of such temporary agency workers shall be kept to a minimum, generally not longer than ninety (90) days, but no more than one hundred eighty (180) days, unless mutually agreed to extend.

#### ARTICLE 4 AGENCY SHOP

Each employee, employed on or before the effective date of this Agreement 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 employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before 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 applicable state laws.

#### ARTICLE 5 DEDUCTION OF UNION DUES

Section 1. The Company agrees to make collections of Union dues, or agency fees each payroll period, through payroll deductions 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 canceled by **electronic written** 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 [by the tenth (10<sup>th</sup>) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2. The Company shall bear the full cost of dues deduction 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 and prospective grievances may be taken up informally by either the Company or the Union in advance of the formal grievance steps set forth below. 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. The Company and the Union agree that grievances shall be confined to differences arising out of the interpretation or application of the terms or provisions of this agreement, or disciplinary action for just cause and shall be processed according to the grievance procedure set forth in this Article. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

Grievances shall be 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 thirty (30) calendar days of the action complained of.

Section 3. The formal grievance procedure shall consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded 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.

If the Company fails to offer a meeting date which is within fourteen (14) calendar days of receipt of the written notice of the grievance and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the second step at the Union's option.

## STEP 2

If the answer or decision of the Company at the conclusion of the Step 1 is unsatisfactory to the Union, the grievance may be appealed to the designated Labor representative, in writing, within fifteen (15) workdays after a decision has been rendered at the first step. The designated Labor 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. Upon mutual agreement, the grievance may be conducted by telephone. The designated Labor representative will provide a decision in writing within fifteen (15) workdays after completion of the meeting(s), unless mutually agreed otherwise by the parties.

If the Company fails to offer a meeting date which is within fourteen (14) calendar days of receipt of the appeal to the second step of the grievance process and no mutual agreement has been reached by the parties to extend the timeframe, the grievance may be advanced to the arbitration process. The option is only applicable to articles of the ~~2022~~2017 Labor Agreement or the provisions of such articles which are subject to the arbitration process as stated in the ~~2022~~2017 Labor Agreement.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2 above 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 neither the Company nor the Union will 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 in Section 2 above shall be construed to be a waiver by the employee and the Union of the formal grievance.

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 request to the Union.

## ARTICLE 8 MEDIATION

Section 1. At the conclusion of the formal grievance procedure either party may elect to submit the matter to mediation, with the consent of the other party. Such submission shall not extend the time periods permitted to process the grievance to arbitration. The party desiring the matter be so submitted shall submit a written statement of appeal within two (2) weeks after receipt of the position statement rendered by the Company in the final step of the grievance procedure.

Section 2. As to the mediation provided by this Article:

- a. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of the Company's or Union's request for mediation. Such a conference will be held on the earliest mutually available date offered by the chosen mediator. Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either the Company or the Union, either party may request the mediation be terminated and the grievance be scheduled for arbitration.
- b. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of statistical analysis.

- c. Proceedings before the mediator shall be informal in nature. Each party shall have one principal spokesperson at the mediation conference. The presentation of evidence is not limited to that presented in the grievance proceedings, the rules of evidence will not apply, and no records of the mediation conference shall be made.
- d. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- e. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties direct that no opinion shall be provided, provided however, that said opinion, if issued, shall not be published or communicated to the public or to either parties' members or employees but shall be used internally by either party solely for the purpose of analysis and assessment. In no event shall such advisory opinion, if issued, be deemed binding on either party.
- f. If the mediator provides an opinion, he/she shall state the grounds on which it is based.
- g. The advisory opinion of the mediator, if accepted by both parties, shall not constitute a precedent, unless the parties otherwise agree.
- h. The mediator's fee and expenses will be divided equally between the parties.

Section 3. If no settlement is reached at mediation, the parties are free to arbitrate under the Arbitration Article.

Section 4. In the event that a grievance which has been mediated subsequently goes to arbitration no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to an arbitrator. Nothing said or done by either party for the first time in the mediation conference may be used against it at the arbitration.

## ARTICLE 9 ARBITRATION

Section 1. It is agreed by both parties that arbitration shall be confined to matters processed through all steps of the formal grievance procedure, and in such event, the following procedures shall be exclusive.

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 eight (8) but no more than ten (10) qualified arbitrators per district will be selected by the parties. To select this panel, each party shall initially be entitled to recommend up to five (5) arbitrators subject to objection by the other party. The arbitrators on this panel must be a member of the American Arbitration Association (AAA) and act in accordance with the AAA rules. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be mutually selected by the parties from the AAA membership. Arbitrators will be assigned cases in rotating order designated 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. 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 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. The arbitrator's decision shall be final and binding upon both parties and any employees affected.

Section 5. 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 6. 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 7. 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 agrees that there will be no lockouts during the duration of this Agreement.

## ARTICLE 11 SENIORITY

Section 1. Seniority, as used in and applied to the Articles and LOAs of 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 spread over 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 scheduling of hours and days to be worked and any revisions thereof shall be determined exclusively 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 shall be officially posted or furnished by the Company to show the scheduled tours the employee is to work at least one (1) week prior to the start of the work period covered by the schedule. 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 will reassign schedules by first seeking volunteers and then assigning

employees by inverse seniority. Whenever possible, the Company will notify employees at least 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.

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

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. When an employee works sixteen (16) hours or more in a twenty-four (24) hour period, the employee shall normally be allowed eight (8) hours for adequate rest time between such work period and the next work period.

## 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 laid off employees with applications on file in accordance with Article 14

Section 7 of this Agreement and then internal candidates prior to off-street applicants. All vacancies within the Bargaining Unit shall be posted (manually or electronically) in locations where Bargaining Unit employees regularly work. The posting shall include the title, wage range, and sufficient information regarding requirements and duties to adequately describe the vacancy. The vacancy shall remain posted for seven (7) calendar days which shall be spread between two (2) workweeks.

Section 2. In connection with Section 1. above, employees who have met the twelve (12) month time-in-title requirement and have satisfactory performance on their current job, shall be afforded the opportunity to apply for posted vacancies in the Bargaining Unit by submitting an application to the Company.

Section 3. When a vacancy is to be filled from within the Bargaining Unit, Management will consider all qualified candidates who have submitted applications for 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 relevant to the vacancy, and where those factors are relatively equal, in the judgment of the Company, it shall select on the basis of seniority.

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

## 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 to the appropriate CWA District Staff and to the Local President 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 and contractors will be separated under these circumstances before applying the seniority policy to regular employees. In the event a contractor has been secured for a specific project and is providing a service that regular employees cannot perform, they will be retained until completion of the project.

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 purposes 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 six (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 18,000.

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 January 8, 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.

~~Section 8. In the event the Company determines a rearrangement of the Retail Sales workforce becomes necessary due to a workforce imbalance or store closing, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees seven (7) days prior to the effective date of their reassignment.~~

~~Qualified employees of a Retail Sales Office who are reassigned in this manner will be given an opportunity to select another work location from available locations, as determined by management, based on their seniority.~~

~~Time in title achieved in an employee's current work location, under these circumstances, will follow an employee to the new work location.~~

## ARTICLE 15 NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of such employee's race, color, religion, sex, age, national origin, 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. The Company agrees to maintain a safe and healthy workplace for all employees. 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 National Occupational Safety and Health Committee. The National committee shall consist of ~~not more than a four (4)~~ representatives from each **CWA District with members represented in this Labor Agreement and an equal number of representatives** from the Company ~~and the Union~~ (to be appointed by the **Union Company** and the **Company Union**, respectively and co-chaired by one representative appointed by the **Union Company** and one representative appointed by the **Company Union**). This committee shall meet from time to time as required, but at least semi-annually and more often as mutually agreed upon by the co-chairs.

This committee shall be charged with the responsibility to develop facts and recommendations so that both parties can make well-informed decisions regarding occupational safety and health matters. Information obtained by the committee may be used to develop training that may be delivered by the most efficient method to include but not limited to online or leader led training.

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 Occupational 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. Local Occupational Safety and Health Committees (Local Committee[s]) may be established by mutual agreement and under the direction of the National Committee to address specific safety issues that may develop from time to time at the market level. Local Committees shall be comprised of no more than ~~two~~**three (23)** representatives each from the Company and the Union (to be appointed by the company and the Union respectively). The Committee shall meet as often as necessary to address specific issues within specific time lines (as mutually agreed to by the parties). When charged by the National co-chairs, a Local Committee will have sixty (60) days to address the issue and develop recommended solution(s) to the specific safety issue the committee is charged to address. These Local Occupational Safety and Health Committees may be dissolved by either party with fourteen (14) days written notification to the other party.

Section 3. 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 Grievance Procedure but not arbitrated.

Section 4. 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.

## ARTICLE 17 COMPANY-UNION RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of 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 monthly of new employees entering the Bargaining Unit and of current employees who have been transferred or released. 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 Union Representative shall suffer no loss in wages for time spent while in the meeting.

The Company may allow the Union to display CWA shield logos, as provided by the Union, in mutually agreed to Company owned **retail** locations. The cost of such placement will be shared equally by the Union and the Company.

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. The Company will endeavor to accommodate the request consistent with business needs.

Section 5. Time off for Union activities will be limited to 300 hours per calendar year per Union representative which may be combined within a Local, but may not exceed 600 hours per Union representative per calendar year. Up to two (2) Union 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) Union representatives per local may each be granted up to 960 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 period of such time off shall not be deducted from the Union representative's seniority.

The parties agree that the provisions of Section 2.b. of Article 21, Absences, shall not be used for Union functions. Time off to engage in formal negotiations for subsequent collective bargaining agreements shall not be counted towards the limitations outlined in this section.

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 upon the request of the Vice President of the Union to the Director-Labor Relations 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 ten (10) years; and
- b. No more than three (3) Union officers or designated representatives from each CWA District covered by this Agreement 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 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, if any, shall be computed as if the employee were continually employed during the period of leave.
  - (5) An employee granted a leave of absence under this section will, upon expiration of such leave, be returned to the former (or equivalent) position.

Section 7. A Working Relations Committee (**WRC**) 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. There will be one Committee for each CWA District covered by this Agreement.

- a. The Committee shall consist of no more than ~~two~~~~four~~~~(24)~~ representatives designated by **each CWA District with members represented in this Labor Agreement and an equal number of representatives from** the Company ~~and no more than four (4) representatives designated by the Union~~. **When more than one Local in a District represents members in this Labor Agreement, the President for each Local and one (1) designee may attend the WRC meeting for their District.** In addition, a representative from the CWA International and a representative from ~~DIRECTV Customer Services, LLC AT&T Mobility Services LLC, Labor Relations~~~~Human Resources~~ will also attend. 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. Reasonable travel expenses will be paid for by the Company.
- b. The Committee may meet 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 include 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, information and announcements concerning official business of the Union.

Such material shall be posted and/or 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 those shown in Appendix A.
- b. Starting Rates: Each employee who enters the service of the Company shall normally 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.

If the Company hires an employee with no prior training or experience at a rate of pay higher than the Start Rate, it shall raise the existing wage rate of all incumbents in that title and Market to match the rate of pay for the newly hired employee effective with the date of hire.

- c. 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 a (voluntary) change of title occurs, and is considered a demotion, the employee will be slotted into the closest step in the new schedule that is equal to, but not less than, the weekly rate of their former schedule provided that rate is not greater than the maximum rate for the job. 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 of title occurs, and is considered a demotion, the employee will be slotted into the closest wage step in the new schedule that is equal to, but not less than, the weekly rate of their former schedule provided that rate is not greater than the maximum rate for the job. The time interval to the next step increase on the new

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 pay protected at their current wage for a period of one (1) year.

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.

When a (voluntary or involuntary) lateral transfer within the same title occurs, an employee will remain on his/her current wage step or will be slotted at the current Start Rate for the appropriate job title in the receiving Market, whichever is greater.

- d. ~~For the purposes of slotting under Article 19, Section 1.c., the Retail Sales Consultant position (RSC) "at risk" as provided for in LOA 16 will be converted to a weekly amount (prorated for part-time employees) and applied to the RSC employee's current weekly rate of pay prior to slotting.~~

~~The "at risk" described above will also be used ("at risk" weekly amount applied to the top step of the RSC Scale) under Article 14, Section 4. for determining if the movement to/from the RSC title is a downgrade, lateral or promotion for all other titles in the bargaining unit.~~

- 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 four (4) day workweek schedule (e.g., where the employee is scheduled to work ten (10) hour shifts four (4) days per week),** Employees shall receive one and one-half (1½) times their regular rate of pay for all time worked in excess of ~~eight~~ **eleven (8 ½)** consecutive hours within a workday or forty (40) hours within the workweek. For the sole purpose of computing the number of hours worked in excess of ~~eight~~ **eleven (8 ½)** 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 the regular rate of pay for all time worked in excess of forty (40) hours within the workweek.**

Section 4. Employees who are assigned on-call duty will be paid thirty-seven (\$37) dollars for each day of such assignment. This payment shall be in addition to any applicable compensation from such duty.

~~Section 5. Network employees who are called to work outside scheduled work hours will be paid a Call Out payment, equal to one (1) hour of their basic wage rate, for any work performed, single incident or accumulated incidents, when the aggregate total of work is one (1) hour or less. Additional work performed beyond this one (1) hour period that occurs before the employee's next scheduled work hours will be paid as work time.~~

Section **56**. 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 the time required to make such additional round trip.

Section **67**. Employees performing work on Sunday shall be paid a premium of ten (10) percent of their basic wage rate.

Section **78**. A night differential shall be paid to employees for each 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 **89**. 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 **and**

~~performing managerial opening and/or closing (Key Holder) responsibilities.~~ In no event shall such assigned employee have any involvement in discipline or performance evaluation of other employees. An employee involved in such training and/or assignment shall continue to be subject to all applicable provisions of this Agreement.

Section ~~910~~. 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, or fraction thereof, such duties are performed not to exceed the top hourly wage rate of the job title they have been assigned.

Section ~~1011~~. A Multilingual 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.

## 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 authorized 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 at the IRS allowable reimbursement rate. Employees opting to use alternative transportation (i.e. bus, subway, cab) for such travel shall be paid the cost of that transportation not to exceed the IRS allowable reimbursement rate for the use of a personal car for that same trip.

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 which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal commute 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 (not covered by a monthly car allowance as determined by the Company) for use of their personal car at the IRS allowable reimbursement rate per mile rate specified in

Section 2. above, for that portion of any trip that occurs while the employee is being paid for work time.

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 absence shall be without pay except as otherwise provided in this Article.

Section 2.

- a. 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.
- b. Any employee may request up to thirty (30) continuous days of absence, giving due consideration to the Company's ability to replace their services. Such time off shall be granted at the discretion of the Company. Such employees shall suffer no break in service or loss of benefits. An employee need not exhaust their contractual time off prior to taking this leave of absence. Upon return, these employees shall be reinstated to their former job title and rate of pay.
- c. Periods of absence in excess of thirty (30) days (leaves of absence) are governed by the provisions described in the Leave of Absence Summary Plan Description (SPD). All such leaves must be requested in writing.

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, the Company will comply with all applicable legislation in granting such employees' requests for leaves of absence and reinstatement after the performance of their military duty. If such employees are required to absent themselves for the purpose of performing military training or emergency 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. This difference in pay is not applicable to periods of active duty that are in excess of thirty (30) consecutive calendar days.

- 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 in a court 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.

Section 5. **Death in an Employee's Immediate Family**~~Funerals.~~  
**Employees An employee may elect up to three (3) paid days of excused time off 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.** ~~the funeral of a member of the immediate family. The leave may not begin until the day of death, and not extend more than two (2) days beyond the day of the funeral.~~ 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. Pay for part-time employees will be pro-rated based on the ratio of their equivalent workweek compared to that of a full-time employee.

In the event of the death of an employee's wife, husband, daughter, son, mother, or 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. An employee may request one (1) additional day without pay, if the funeral/**memorial service** of any other member of the immediate family

described above is held more than 200 miles from the employee’s home address. Paid individual days may be substituted for these excused days at the employee’s option.

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 1/1/2018</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	<b>Of 1 day</b>	10 paid days
5 years and over	No Waiting Period	10 paid days
<hr/>		
Employees <b>Hired After 1/1/2018</b> with Net Credited Service of	<b>To be Paid After Waiting Periods of Consecutive Scheduled Working Days</b>	Maximum Paid Days in a Calendar Year
<b>1 year but less than 5</b>	<b>Of 1 days</b>	5 paid days
<b>5 years and over</b>	<b>No Waiting Period</b>	5 paid days

- b. The maximum amount of paid illness time for an employee **outlined in each of the tables above** ~~covered by this Article hired after January 1, 2018 shall be five (5) days or forty (40) hours,~~ **shall be** prorated for part-time employees, in a calendar year. Nothing in this Agreement shall be interpreted to provide for paid illness time in excess of this amount for such employees.
- c. A day in the waiting period shall be considered as an absence of at least one (1) session from scheduled time.
- d. For purposes of this Article, tours are the assignments for full days and sessions are the two (2) parts into which tours are divided.

## 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, consistent with the scheduling provisions outlined in Section 6. A vacation year is defined as a period of time beginning January 1 and ending on December 31.

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 in which case the employee waives and forfeits any right the employee may have to receive pay for vacation earned at the time of termination including any rights under California Labor Code Section 227.3 or any similar law in another state), 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 including full carry over weeks of vacation in seniority order within the work group.
- b. Employees will then express preference for day-at-a-time usage, also in seniority order within the work group. The employees may select day-at-a-time vacation days as provided in Section 5. above, and day-at-a-time carry over, 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 and/or **one (1) two (2)**-hour 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 earn pro-rated vacation pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months.

## 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 pay based on their "average equivalent workweek". The "equivalent workweek" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average equivalent workweek" will be determined by the average over the past six (6) months. Employees who are

absent without pay for thirty (30) or more calendar days shall not be eligible for holiday pay. The Holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
<b>Martin Luther King Day</b>	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.b.

\* 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. A Floating Holiday earned after October 31 may be carried over into the next year, to be used in the first quarter, consistent with the scheduling provisions outlined in Section 6.b. of Article 22, Vacations.

\*\* Each new employee who completes six (6) months of Net Credited Service within the calendar year shall be eligible for one (1) Designated Holiday. A Designated Holiday earned after October 31 that is not scheduled by the Company may be carried over into the next year, to be used in the first quarter, consistent with the scheduling provisions outlined in Section 6.b. of Article 22, Vacations.

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.

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.

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

Section 6. The Company will normally post changes of Holiday schedules by 12:00 noon on the Friday three (3) weeks prior to the Holiday.

## ARTICLE 24 EXCUSED DAYS WITH PAY

### Section 1.

- a. During the first twelve (12) months of employment, each regular employee will be eligible for one (1) Excused Day With Pay (EWP) after each successive three (3) months of completed service with the Company.
- b. In the vacation year during which a regular employee completes twelve (12) months of service, he/she will be eligible for a total of four (4) EWPs as follows: Such employee will, after twelve (12) successive months of completed service with the Company, be immediately eligible for any of these four (4) EWPs over and above those earned in accordance with the provisions of subparagraph a. above.
- c. A regular employee will then be eligible for four (4) EWPs on the first day of each subsequent vacation year.

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

Section 3. EWPs may be carried over and taken through the month of March of the next calendar year.

Section 4. If, before receiving the EWP(s) to which he or she has become entitled, as provided for in Section 1. of this Article, an employee is dismissed (except for reason of misconduct in which case the employee waives and forfeits any right the employee may have to receive pay for any EWPs earned at the time of termination including any rights under California Labor Code Section 227.3 or any similar law in another state), laid off, resigned, or retired, such employee will be entitled to an allowance in cash equal to and in lieu of such EWP(s).

If an employee dies before receiving his/her unused EWP(s) for the vacation year, as provided for in Section 1. of this Article, payment in lieu of EWP(s) will be made for any unused EWP time to the employee's estate.

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 pay for EWPs based on their "average equivalent work week". The "equivalent work week" will be determined by dividing the employee's total hours worked per month by 4.35, rounding the result to the next higher whole number. The "average

equivalent work week” will be determined by the average over the past six (6) months.

## 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 subject to business needs as determined by the Company. 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 acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them, superseding all prior Agreements and undertakings, oral or written, expressed or implied, between the Company and the Union or its employees and expressing all obligations and restrictions imposed on each of the respective parties during its term.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter whether or not such subject or matter is referred to or covered in this Agreement. This waiver of further bargaining is intended to apply even though such subjects or matters may not have been even thought of or within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Notwithstanding the foregoing waiver, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties’ authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining. In the absence of such an



Agreement by both parties, the Company shall not make any changes in the terms and conditions of employment.

Section 2. 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.

**ARTICLE 27  
 DURATION OF AGREEMENT**

This Agreement shall become effective as of February 12, ~~2022~~<sup>2017</sup> and shall continue until 11:59 p.m. on February ~~14~~<sup>12</sup>, ~~2026~~<sup>2021</sup>, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives.

COMMUNICATIONS WORKERS OF AMERICA	<b>DIRECTV Customer Services, LLC</b> <del>AT&amp;T MOBILITY SERVICES, LLC</del> <del>AT&amp;T CUSTOMER SERVICES, INC.</del>
Pat Telesco Area Director, <b>District 1</b>	Brian Cattaneo <b>Senior Director, Labor Relations</b> <del>Lead Labor Relations Manager</del>
<b>Jeanne Stewart, Staff Representative, District 7</b> <del>Frank Oliva, District 1</del>	<b>Pamela Cleary-Remus</b> <del>John Drespel</del>
	<del>Traci Gates Stephen Papageorge Kimberly Steinmetz</del>
<b>Mike Anson, District 2-13</b> <del>Mike Baxter, District 1</del>	<b>Jairo Pardo</b>
<b>Chris Alvarado, District 7</b> <del>Deborah Casey, District 2-13</del>	
<b>Ann Jensen, District 7</b> <del>Jeff Reamer, District 2-13</del>	
<del>Julie Delosio, District 2-13</del>	

<del>Glen Skeen, District 4</del>	
<del>Holly Sorey, District 4</del>	
<del>Debbie Goulet, District 7</del>	
<del>Hector Capote, District 7</del>	
<del>Brandon Beck, District 9</del>	
<del>Joe Sisson, District 9</del>	

# APPENDIX A

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### Wage Schedules

**Title(s):**

**CLIENT SERVICE SPECIALIST**

**CLIENT SERVICE SPECIALIST (WFH)**

Step	2/12/2022	2/12/2023	2/11/2024	2/9/2025
1	\$540.00	\$540.00	\$540.00	\$540.00
2	\$566.00	\$567.00	\$568.50	\$570.00
3	\$593.00	\$595.50	\$598.50	\$601.50
4	\$621.00	\$625.50	\$630.50	\$635.00
5	\$650.50	\$657.00	\$663.50	\$670.00
6	\$682.00	\$690.50	\$699.00	\$707.50
7	\$714.50	\$725.00	\$736.00	\$746.50
8	\$748.50	\$761.50	\$774.50	\$788.00
9	\$784.00	\$800.00	\$815.50	\$832.00
10	\$821.50	\$840.00	\$859.00	\$878.00
11	\$861.00	\$882.50	\$904.50	\$927.00
12	\$902.00	\$927.00	\$952.00	\$978.00
13	\$945.00	\$973.50	\$1,002.50	\$1,032.50

**CUSTOMER SERVICE REPRESENTATIVE I**

**CUSTOMER SERVICE REPRESENTATIVE (WFH)**

Step	2/12/2022	2/12/2023	2/11/2024	2/9/2025
1	\$418.50	\$418.50	\$418.50	\$418.50
2	\$445.50	\$446.50	\$447.50	\$448.50
3	\$473.50	\$476.00	\$478.50	\$481.00
4	\$504.00	\$508.00	\$511.50	\$515.50
5	\$536.50	\$541.50	\$547.00	\$552.50
6	\$570.50	\$577.50	\$584.50	\$592.00
7	\$607.00	\$616.00	\$625.00	\$634.50
8	\$646.00	\$657.00	\$668.50	\$680.00
9	\$687.00	\$701.00	\$714.50	\$729.00
10	\$731.00	\$747.50	\$764.00	\$781.50
11	\$778.00	\$797.50	\$817.00	\$837.50
12	\$827.50	\$850.50	\$873.50	\$897.50
13	\$880.50	\$907.00	\$934.00	\$962.00

**WORKFORCE ADMINISTRATOR**

**WORK FORCE ADMINISTRATOR (WFH)**

Step	2/12/2022	2/12/2023	2/11/2024	2/9/2025
1	\$419.00	\$419.00	\$419.00	\$419.00
2	\$446.00	\$447.00	\$448.50	\$449.50
3	\$475.00	\$477.50	\$479.50	\$482.00
4	\$505.50	\$509.50	\$513.00	\$517.00
5	\$538.50	\$543.50	\$549.00	\$554.50
6	\$573.00	\$580.50	\$587.50	\$595.00
7	\$610.50	\$619.50	\$628.50	\$638.00
8	\$650.00	\$661.00	\$672.50	\$684.50
9	\$692.00	\$705.50	\$719.50	\$734.00
10	\$736.50	\$753.00	\$770.00	\$787.50
11	\$784.00	\$803.50	\$823.50	\$844.50
12	\$835.00	\$858.00	\$881.50	\$905.50
13	\$889.00	\$915.50	\$943.00	\$971.50

**CLERK**

**CLERK (WFH)**

Step	2/12/2022	2/12/2023	2/11/2024	2/9/2025
1	\$375.50	\$375.50	\$375.50	\$375.50
2	\$402.00	\$403.00	\$404.00	\$405.00
3	\$430.50	\$432.50	\$435.00	\$437.00
4	\$461.00	\$464.50	\$468.00	\$471.50
5	\$494.00	\$498.50	\$503.50	\$508.50
6	\$529.00	\$535.50	\$542.00	\$548.50
7	\$566.50	\$574.50	\$583.50	\$592.00
8	\$606.50	\$617.00	\$627.50	\$638.50
9	\$649.50	\$662.50	\$675.50	\$689.00
10	\$695.50	\$711.00	\$727.00	\$743.00
11	\$744.50	\$763.00	\$782.50	\$801.50
12	\$797.50	\$819.50	\$842.00	\$865.00
13	\$854.00	\$879.50	\$906.00	\$933.00

**VIDEO SOLUTION SPECIALIST**

**VIDEO SOLUTION SPECIALIST (WFH)**

Step	2/12/2022	2/12/2023	2/11/2024	2/9/2025
1	\$600.00	\$600.00	\$600.00	\$600.00
2	\$623.50	\$625.00	\$626.50	\$628.00
3	\$648.00	\$651.00	\$654.00	\$657.50
4	\$673.00	\$678.00	\$683.00	\$688.00
5	\$699.50	\$706.00	\$713.50	\$720.50
6	\$726.50	\$735.50	\$745.00	\$754.00
7	\$755.00	\$766.00	\$777.50	\$789.00
8	\$784.50	\$798.00	\$812.00	\$826.00
9	\$815.00	\$831.50	\$848.00	\$864.50
10	\$847.00	\$866.00	\$885.50	\$905.00
11	\$880.00	\$902.00	\$924.50	\$947.50
12	\$914.50	\$939.50	\$965.50	\$991.50
13	\$950.00	\$978.50	\$1,008.00	\$1,038.00

# APPENDIX B

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## **BENEFITS**

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### **DIRECTV 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 (collectively referenced as "the Company") (the Company and Union are collectively referenced as "Parties"), with respect to employee benefits provided to CWA Districts 1, 2-13, 4, 7, and 9 ("Agreement"). Subject to the Company receiving written notice on or before July 17, 2022 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 benefit provisions of the successor National Bargained Benefit Plan ("NBBP") and its Attachments effective for the calendar years of 2017-2020 are not a subject of this Agreement and nothing in this Agreement, including but not limited to the definitions of Current Employees, 2017 New Hires and 2018 New Hires shall apply to the National Bargained Benefit Plan for any purpose.~~

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 participation by Employees in the AT&T benefit plans is expected to end effective December 31, 2022, and that DIRECTV will offer benefits under DIRECTV sponsored plans effective January 1, 2023. No substantive changes related to the implementation of DIRECTV's own benefit plans shall have the effect of diminishing these benefits without further negotiation as requested by either Party.**

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:

- ~~Mobility CWA Districts 1, 2-13, 4, 7, and 9 bargained employees hired, rehired or transferred (including transfers pursuant to the National Transfer Plan (NTP)) into Mobility Orange Care Region One bargained titles before January 1, 2017 shall be referred to as "Current Employees". "Current Employees" shall also include transfers pursuant to the NTP from Mobility CWA Districts 3 and 6 hired or rehired before January 1, 2017;~~
- ~~Mobility CWA Districts 1, 2-13, 4, 7, and 9 bargained employees hired, rehired or transferred (including transfers pursuant to the NTP) into Mobility Orange Care Region One bargained titles on or after January 1, 2017 and before January 1, 2018 shall be referred to as "2017 New Hires" except for Mobility CWA Districts 3 and 6 employees hired or rehired before January 1, 2017 who transferred pursuant to the NTP on or after January 1, 2017 and before January 1, 2018;~~
- ~~Mobility CWA Districts 1, 2-13, 4, 7, and 9 bargained employees hired, rehired or transferred (including transfers pursuant to the NTP) into Mobility Orange Care Region One bargained titles on or after January 1, 2018 and before January 1, 2023 shall be referred to as "2018 New Hires" except for Mobility CWA Districts 3 and 6 employees hired or rehired before January 1, 2018 who transferred pursuant to the NTP on or after January 1, 2018 and before January 1, 2023;~~
- ~~Mobility CWA Districts 1, 2-13, 4, 7 and 9 bargained employees hired, rehired or transferred (including transfers pursuant to the National Transfer Plan (NTP)) into CWA bargained titles on or after January 1, 2023, shall be referred to as "2023 New Hires" except for CWA Districts 3 and 6 employees hired or rehired before January 1, 2023 who transferred pursuant to the NPT on or after January 1, 2023;~~

**An employee's status, (Current Employee, 2017 New Hire & 2018 New Hire) identified in the Company's benefit enrollment system as of December 31, 2022, 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>
<b>Current Employee</b>	<b>Bargained Employees from Care Region contracts (former Legacy Mobility contracts) transferred into this Agreement with a hire or rehire date before January 1, 2017</b>
<b>2017 New Hires</b>	<ul style="list-style-type: none"> <li>• <b>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, 2018</b></li> <li>• <b>Bargained Employees transferred into this Agreement, except from a Care Region Contract, with a hire or rehire date before January 1, 2018</b></li> </ul>
<b>2018 New Hires</b>	<b>Bargained Employees transferred into this Agreement with a hire or rehire date after January 1, 2018, and before January 1, 2023</b>
<b>2023 New Hires</b>	<b>Bargained Employees hired/rehired or transferred into the Agreement with a hire or rehire date on or after January 1, 2023</b>

- Current Employees, 2017 New Hires, ~~and~~ 2018 New Hires **and 2023** New Hires shall be referred to collectively as "Employees".

Effective January 1, 2023 unless noted otherwise, Current Employees, 2017 New Hires ~~and~~ 2018 New Hires **and 2023 New Hires** 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 11, 2022 as described in the applicable SPDs and SMMs, except as noted herein. <sup>1</sup>

Plan/Program/Policy	Current Employees	2017 New Hires	2018 New Hires	<b>2023 New Hires</b>
DIRECTV Care Region One Medical Program <sup>1</sup> 3	X	X	X	<b>X</b>
DIRECTV Dental Program (Bargained Employees)	X	X	X	<b>X</b>
DIRECTV Vision Program (Bargained Employees)	X	X	X	<b>X</b>
DIRECTV Employee Assistance Program <sup>1</sup>	X	X	X	<b>X</b>
DIRECTV Group Life Insurance Program for Active Employees <sup>1, 2</sup>	X	X	X	<b>X</b>
DIRECTV Consolidated Long-Term Care Insurance Plan (closed to new entrants 5/1/2012) <sup>1,3</sup>	X			
DIRECTV Adoption Assistance Policy <sup>1</sup>	X	X	X	<b>X</b>
DIRECTV Tuition Reimbursement Policy <sup>1</sup>	X	X	X	<b>X</b>
DIRECTV Flexible Spending Account Plan	X	X	X	<b>X</b>
DIRECTV Disability Benefits Program for Southwest Bargained Employees (SWBW) <sup>1</sup>	X	X		
DIRECTV Disability Income Program <sup>1,</sup>			X	<b>X</b>
DIRECTV Bargained Program of the DIRECTV Bargained Pension Plan (Bargained Program) <sup>4</sup>	X			
Bargained Cash Balance Program #2 of the DIRECTV Bargained Pension Plan (BCB2 Program) <sup>5</sup>		X	X	<b>X</b>
DIRECTV Retirement Savings Plan	X	X	X	<b>X</b>

1. **As noted above, effective January 1, 2023, Employees will cease receiving benefits coverage under the AT&T Benefit Plans and will be offered coverage under new plans, sponsored by DIRECTV. While the benefits provided under the DIRECTV plans will be substantially the same as provided to DIRECTV employees under the AT&T Plans, the parties will negotiate over any substantive changes.**

2. This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.

3. The Company may unilaterally modify the AT&T Consolidated Long-Term Care Insurance Plan from time-to-time or discontinue without further discussions with the Union.

~~Effective on January 1, 2018, 2018 New Hires will be eligible for the AT&T Disability Income Program.~~

~~Employees hired or rehired on or before December 31, 2009~~

**Employees enrolled in the Mobility Program as of the DIRECTV close date.**

5 Employees hired, rehired or transferred **on or before** ~~after~~ December 31, 2022 **except employees eligible for the DIRECTV Bargained Program**



<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>																																												
<b>Effective Date(s)</b>	1/1/2023, unless noted otherwise																																											
<b>MEDICAL PROGRAM BENEFITS</b>																																												
<b>Program</b>	DIRECTV Care Region One Medical Program*  <del>(program name expected to change for 2021)</del>  Fully-insured coverage options such as HMOs continue to be available at the discretion of the Company.  *This document highlights key elements of program design. For complete program details, <b>except as modified herein</b> , refer to the <b>Summary Plan Description (SPD)</b> , which will be available prior to the start of the 2023 plan year, & associated Summary of Material Modifications (SMMs).																																											
<b>Eligibility for Coverage</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> 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*.  *Temporary Employees who enroll will not be eligible for subsidized coverage.																																											
<b>Eligibility for Company Subsidy</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.  *Temporary Employees who enroll will pay 100% of the full cost of coverage.																																											
<b>EE Class</b>	Full Time & Part Time Regular Employees, and Full-time Temporary Employees																																											
<b>Full Time EE Contribution Per Month</b>	No active participating Employee will pay more than 100% of the cost of coverage. <u>Current Employees, 2017 New Hires and 2018 New Hires</u> Option 1: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>2023</b></th> <th style="text-align: center;"><b>2024</b></th> <th style="text-align: center;"><b>2025</b></th> <th style="text-align: center;"><b>2026</b></th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td style="text-align: center;"><b>\$143</b></td> <td style="text-align: center;"><b>\$155</b></td> <td style="text-align: center;"><b>\$168</b></td> <td style="text-align: center;"><b>\$181</b></td> </tr> <tr> <td>Individual + Spouse</td> <td style="text-align: center;"><b>\$358</b></td> <td style="text-align: center;"><b>\$388</b></td> <td style="text-align: center;"><b>\$420</b></td> <td style="text-align: center;"><b>\$453</b></td> </tr> <tr> <td>Individual + Child(ren)</td> <td style="text-align: center;"><b>\$286</b></td> <td style="text-align: center;"><b>\$310</b></td> <td style="text-align: center;"><b>\$336</b></td> <td style="text-align: center;"><b>\$362</b></td> </tr> <tr> <td>Family</td> <td style="text-align: center;"><b>\$429</b></td> <td style="text-align: center;"><b>\$465</b></td> <td style="text-align: center;"><b>\$504</b></td> <td style="text-align: center;"><b>\$543</b></td> </tr> </tbody> </table> <del>                     2018 New Hires and 2017 New Hires                      Option 1:  <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;"><del>Ind</del></td> <td style="text-align: center;"><del>\$134</del></td> </tr> <tr> <td style="text-align: right;"><del>Ind+Sp</del></td> <td style="text-align: center;"><del>\$368</del></td> </tr> <tr> <td style="text-align: right;"><del>Ind+Child(ren)</del></td> <td style="text-align: center;"><del>\$230</del></td> </tr> <tr> <td style="text-align: right;"><del>Fam</del></td> <td style="text-align: center;"><del>\$391</del></td> </tr> </tbody> </table>                     Option 2:                     <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>2023</b></th> <th style="text-align: center;"><b>2024</b></th> <th style="text-align: center;"><b>2025</b></th> <th style="text-align: center;"><b>2026</b></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> </del>		<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	Individual	<b>\$143</b>	<b>\$155</b>	<b>\$168</b>	<b>\$181</b>	Individual + Spouse	<b>\$358</b>	<b>\$388</b>	<b>\$420</b>	<b>\$453</b>	Individual + Child(ren)	<b>\$286</b>	<b>\$310</b>	<b>\$336</b>	<b>\$362</b>	Family	<b>\$429</b>	<b>\$465</b>	<b>\$504</b>	<b>\$543</b>	<del>Ind</del>	<del>\$134</del>	<del>Ind+Sp</del>	<del>\$368</del>	<del>Ind+Child(ren)</del>	<del>\$230</del>	<del>Fam</del>	<del>\$391</del>		<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>					
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**Current Employees, 2017 New Hires, ~~and~~ 2018 New Hires and 2023 New Hires**

Individual	<b>\$105</b>	<b>\$116</b>	<b>\$129</b>	<b>\$143</b>
Individual + Spouse	<b>\$263</b>	<b>\$290</b>	<b>\$323</b>	<b>\$358</b>
Individual + Child(ren)	<b>\$210</b>	<b>\$232</b>	<b>\$258</b>	<b>\$286</b>
Family	<b>\$315</b>	<b>\$348</b>	<b>\$387</b>	<b>\$429</b>

**Option 2:**

<del>2021</del>	<del>_____</del>
Ind	<del>\$96</del>
Ind+Sp	<del>\$263</del>
Ind+Child(ren)	<del>\$164</del>
Fam	<del>\$279</del>

**Option 3:**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Individual</b>	<b>\$49</b>	<b>\$61</b>	<b>\$72</b>	<b>\$85</b>
<b>Individual + Spouse</b>	<b>\$123</b>	<b>\$153</b>	<b>\$180</b>	<b>\$213</b>
<b>Individual + Child(ren)</b>	<b>\$98</b>	<b>\$122</b>	<b>\$144</b>	<b>\$170</b>
<b>Family</b>	<b>\$147</b>	<b>\$183</b>	<b>\$216</b>	<b>\$255</b>

~~Current Employees 2017 New Hires, 2018 New Hires~~ **2023 New Hires**

Option 1

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Individual	<b>\$173</b>	<b>\$184</b>	<b>\$198</b>	<b>\$213</b>
Individual + Spouse	<b>\$428</b>	<b>\$460</b>	<b>\$495</b>	<b>\$533</b>
Individual + Child(ren)	<b>\$342</b>	<b>\$368</b>	<b>\$396</b>	<b>\$426</b>
Family	<b>\$513</b>	<b>\$552</b>	<b>\$594</b>	<b>\$639</b>

**Option 1:**

<del>2021</del>	<del>_____</del>
Ind	<del>\$111</del>
Ind+Sp	<del>\$305</del>
Ind+Child(ren)	<del>\$191</del>
Fam	<del>\$324</del>

**Option 2:**

**Option 2:**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Individual	<b>\$133</b>	<b>\$145</b>	<b>\$160</b>	<b>\$175</b>
Individual + Spouse	<b>\$333</b>	<b>\$363</b>	<b>\$400</b>	<b>\$438</b>
Individual + Child(ren)	<b>\$266</b>	<b>\$290</b>	<b>\$320</b>	<b>\$350</b>
Family	<b>\$399</b>	<b>\$435</b>	<b>\$480</b>	<b>\$525</b>

~~2021~~

<del>Ind</del>	<del>\$73</del>
<del>Ind+Sp</del>	<del>\$200</del>

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>																													
	<p><del>Ind+Child(ren) — \$125 —</del>  <del>Fam — \$212</del></p> <p><b>Option 3:</b></p> <table border="1"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td><b>Individual</b></td> <td><b>\$79</b></td> <td><b>\$91</b></td> <td><b>\$104</b></td> <td><b>\$117</b></td> </tr> <tr> <td><b>Individual + Spouse</b></td> <td><b>\$195</b></td> <td><b>\$228</b></td> <td><b>\$260</b></td> <td><b>\$293</b></td> </tr> <tr> <td><b>Individual + Child(ren)</b></td> <td><b>\$156</b></td> <td><b>\$182</b></td> <td><b>\$208</b></td> <td><b>\$234</b></td> </tr> <tr> <td><b>Family</b></td> <td><b>\$234</b></td> <td><b>\$273</b></td> <td><b>\$312</b></td> <td><b>\$351</b></td> </tr> </tbody> </table>					2023	2024	2025	2026	<b>Individual</b>	<b>\$79</b>	<b>\$91</b>	<b>\$104</b>	<b>\$117</b>	<b>Individual + Spouse</b>	<b>\$195</b>	<b>\$228</b>	<b>\$260</b>	<b>\$293</b>	<b>Individual + Child(ren)</b>	<b>\$156</b>	<b>\$182</b>	<b>\$208</b>	<b>\$234</b>	<b>Family</b>	<b>\$234</b>	<b>\$273</b>	<b>\$312</b>	<b>\$351</b>
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<b>Part Time EE Contributions</b>	<p>No active participating Employee will pay more than 100% of the cost of coverage.</p> <p><u>Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires</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>																												
<b>Working Spouse Contribution</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires</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"> <thead> <tr> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td><b>\$120</b></td> <td><b>\$130</b></td> <td><b>\$140</b></td> <td><b>\$150</b></td> </tr> </tbody> </table> <p><del>2021:</del>  <del>\$100</del></p>				2023	2024	2025	2026	<b>\$120</b>	<b>\$130</b>	<b>\$140</b>	<b>\$150</b>																	
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<b>Tobacco Use Contribution</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires</u></p> <p><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</p>																												

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>																													
	<p>defined during Annual Enrollment otherwise the additional monthly contribution will be applied. Engagement is currently defined as enrollment only. A tobacco user is currently defined as someone who has used tobacco products more frequently than every two weeks. Tobacco products include cigarettes, cigars, pipes, <b>e-cigarettes, vaporizers</b>, 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.</p> <p style="text-align: center;">Additional Monthly Medical Contribution for each employee or spouse:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td><b>2023</b></td> <td><b>2024</b></td> <td><b>2025</b></td> <td><b>2026</b></td> </tr> <tr> <td><b>\$75</b></td> <td><b>\$80</b></td> <td><b>\$85</b></td> <td><b>\$90</b></td> </tr> </table> <p><del>2021:</del>  <del>\$60</del></p>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>\$75</b>	<b>\$80</b>	<b>\$85</b>	<b>\$90</b>																				
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<b>Coinsurance Copay/Coinsurance</b>	<p>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b>                      No change from current program except as provided below.</p> <p>Option 1 and Option 2:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2" style="text-align: center;"><u>2023-2026</u></th> </tr> <tr> <th style="text-align: center;"><u>Network/ONA</u></th> <th style="text-align: center;"><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td>Preventive</td> <td>\$0 / 0% Ded waived</td> <td>No Benefit</td> </tr> <tr> <td>Sickness/Illness</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> <tr> <td>Emergency Room Facility/Professional Services (Emergencies)</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </tbody> </table> <p><b>Option 3:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2" style="text-align: center;"><u>2023-2026</u></th> </tr> <tr> <th style="text-align: center;"><u>Network/ONA</u></th> <th style="text-align: center;"><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td><b>Preventive</b></td> <td><b>\$0 / 0%</b> <b>Ded waived</b></td> <td><b>No Benefit</b></td> </tr> <tr> <td><b>Sickness/Illness</b></td> <td><b>\$0 / 20%</b> <b>After Ded</b></td> <td><b>\$0 / 50%</b> <b>After Ded</b></td> </tr> <tr> <td><b>Emergency Room Facility/Professional Services (Emergencies)</b></td> <td><b>\$0 / 20%</b> <b>After Ded</b></td> <td><b>\$0 / 20%</b> <b>After Ded</b></td> </tr> </tbody> </table> <p><b>Examples of Coinsurance provisions include:</b></p> <ul style="list-style-type: none"> <li>• Applies after applicable Network/ONA or Non-Network Deductible amount is</li> </ul>		<u>2023-2026</u>		<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		<u>2023-2026</u>		<u>Network/ONA</u>	<u>Non-Network</u>	<b>Preventive</b>	<b>\$0 / 0%</b> <b>Ded waived</b>	<b>No Benefit</b>	<b>Sickness/Illness</b>	<b>\$0 / 20%</b> <b>After Ded</b>	<b>\$0 / 50%</b> <b>After Ded</b>	<b>Emergency Room Facility/Professional Services (Emergencies)</b>	<b>\$0 / 20%</b> <b>After Ded</b>	<b>\$0 / 20%</b> <b>After Ded</b>
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**Current Employees, 2017 New Hires, ~~and~~ 2018 New Hires and 2023 New Hires**

- 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**

Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires

No change from current program except as provided below.

Option1

	<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>	
	<u>Network &amp; ONA</u>	<u>Non-Network</u>	<u>Network &amp; ONA</u>	<u>Non-Network</u>	<u>Network &amp; ONA</u>	<u>Non-Network</u>	<u>Network &amp; ONA</u>	<u>Non-Network</u>
Ind	<b>\$850</b>	<b>\$2,975</b>	<b>\$900</b>	<b>\$3,150</b>	<b>\$950</b>	<b>\$3,325</b>	<b>\$1,000</b>	<b>\$3,500</b>
Ind+Sp	<b>\$1,700</b>	<b>\$5,950</b>	<b>\$1,800</b>	<b>\$6,300</b>	<b>\$1,900</b>	<b>\$6,650</b>	<b>\$2,000</b>	<b>\$7,000</b>
Ind+Ch	<b>\$1,700</b>	<b>\$5,950</b>	<b>\$1,800</b>	<b>\$6,300</b>	<b>\$1,900</b>	<b>\$6,650</b>	<b>\$2,000</b>	<b>\$7,000</b>
Family	<b>\$1,700</b>	<b>\$5,950</b>	<b>\$1,800</b>	<b>\$6,300</b>	<b>\$1,900</b>	<b>\$6,650</b>	<b>\$2,000</b>	<b>\$7,000</b>

~~Option 1:~~

<del>_____</del>	<del>2021</del>	<del>2021</del>	<del>_____</del>
<del>_____</del>	<del>Network /</del>	<del>Non</del>	<del>_____</del>
<del>_____</del>	<del>ONA Network</del>	<del>_____</del>	<del>_____</del>
<del>Ind _____</del>	<del>\$750</del>	<del>\$2,625</del>	<del>_____</del>
<del>Ind+Ch _____</del>	<del>\$1,500</del>	<del>\$5,250</del>	<del>_____</del>
<del>Ind+Sp _____</del>	<del>\$1,500</del>	<del>\$5,250</del>	<del>_____</del>
<del>Fam _____</del>	<del>\$1,500</del>	<del>\$5,250</del>	<del>_____</del>

Annual Deductible provisions:

Applies to all covered health services, including mental health/substance abuse benefits ~~and prescription drug (Rx) 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

**Current Employees, 2017 New Hires, ~~and 2018 New Hires~~ and 2023 New Hires**

- 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:

	2023		2024		2025		2026	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Ind	\$1,500	\$4,500	\$1,550	\$4,650	\$1,600	\$4,800	\$1,650	\$4,950
Ind + Sp	\$3,000	\$9,000	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900
Ind + Ch	\$3,000	\$9,000	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900
Family	\$3,000	\$9,000	\$3,100	\$9,300	\$3,200	\$9,600	\$3,300	\$9,900

	<del>2021</del>	<del>2021</del>
	<del>Network/</del>	<del>Non-</del>
	<del>ONA Network</del>	
Ind	<del>\$1,300</del>	<del>\$3,900</del>
Ind+Ch	<del>\$2,600</del>	<del>\$7,800</del>
Ind+Sp	<del>\$2,600</del>	<del>\$7,800</del>
Fam	<del>\$2,600</del>	<del>\$7,800</del>

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

**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

**Current Employees, 2017 New Hires, ~~and 2018 New Hires~~ and 2023 New Hires**

- 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:**

	2023		2024		2025		2026	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Ind	\$3,000	\$9,000	\$3,000	\$9,000	\$3,100	\$9,300	\$3,200	\$9,600
Ind+Sp	\$6,000	\$18,000	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200
Ind+Ch	\$6,000	\$18,000	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200
Family	\$6,000	\$18,000	\$6,000	\$18,000	\$6,200	\$18,600	\$6,400	\$19,200

**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.**

**Current Employees, 2017 New Hires, ~~and 2018 New Hires~~ and 2023 New Hires**

- **The Annual Deductibles are included in the Out Of Pocket Maximums**

**Annual Out of Pocket Maximum**

Current Employees, 2017 New Hires, 2018 New Hire ~~and 2023 New Hires~~

Option 1:

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

	2023		2024		2025		2026	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Ind	\$4,250	\$12,750	\$4,500	\$13,500	\$4,750	\$14,250	\$5,000	\$15,000
Ind + Sp	\$8,500	\$25,500	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000
Ind + Ch	\$8,500	\$25,500	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000
Family	\$8,500	\$25,500	\$9,000	\$27,000	\$9,500	\$28,500	\$10,000	\$30,000

	2021	2021
<del>Network/ONA</del>	<del>Non</del>	<del>Network</del>
<del>Ind</del>	<del>\$3,750</del>	<del>\$11,250</del>
<del>Ind+Ch</del>	<del>\$7,500</del>	<del>\$22,500</del>
<del>Ind+Sp</del>	<del>\$7,500</del>	<del>\$22,500</del>
<del>Fam</del>	<del>\$7,500</del>	<del>\$22,500</del>

(Integrated Med/Surg, MH/SA)

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~~ 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
- The amount that is applied to the Out-of-Pocket Maximum is calculated on the basis of coinsurance.
- Separate Out-of-Pocket Maximum 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 has satisfied the Out-of-Pocket Maximum once their coinsurance satisfies 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' coinsurance



**Current Employees, 2017 New Hires, ~~and~~ 2018 New Hires and 2023 New Hires**

meets 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:

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

Option 2:

	2023		2024		2025		2026	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Ind	\$6,750	\$20,250	\$6,900	\$20,700	\$7,000	\$21,000	\$7,100	\$21,300
Ind+Sp	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600
Ind+Ch	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600
Family	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600

~~2021 2021~~  
~~Network/ Non~~  
~~ONA Network~~  
~~Ind \$6,450 \$19,350~~  
~~Ind+Ch \$12,900 \$38,700~~  
~~Ind+Sp \$12,900 \$38,700~~  
~~Fam \$12,900 \$38,700~~

**Option 3:**

	2023		2024		2025		2026	
	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network	Network & ONA	Non-Network
Ind	\$6,750	\$20,250	\$6,900	\$20,700	\$7,000	\$21,000	\$7,100	\$21,300
Ind+Sp	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600
Ind+Ch	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600
Family	\$13,500	\$40,500	\$13,800	\$41,400	\$14,000	\$42,000	\$14,200	\$42,600

**(Integrated with Med/Surg, Rx, 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**

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>													
	<p>- <b>Any charges for services that are exclusions under the program</b></p> <ul style="list-style-type: none"> <li><b>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.</b></li> </ul>												
<b>Office Visit</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b></u>                      No change from current program except as provided <b>herein above</b></p> <p><b>Option 3</b></p> <table border="1"> <thead> <tr> <th></th> <th colspan="2"><b>2023-2026</b></th> </tr> <tr> <th></th> <th><b><u>Network PPO</u></b></th> <th><b><u>Non-Network Non-PPO</u></b></th> </tr> </thead> <tbody> <tr> <td><b>Preventative</b></td> <td><b><u>Network &amp; PPO</u></b></td> <td><b><u>Network &amp; PPO</u></b></td> </tr> <tr> <td><b>Sickness/Influenza</b></td> <td><b>\$0 / 20% After Ded</b></td> <td><b>\$0 / 50% After Ded</b></td> </tr> </tbody> </table>		<b>2023-2026</b>			<b><u>Network PPO</u></b>	<b><u>Non-Network Non-PPO</u></b>	<b>Preventative</b>	<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>	<b>Sickness/Influenza</b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>
	<b>2023-2026</b>												
	<b><u>Network PPO</u></b>	<b><u>Non-Network Non-PPO</u></b>											
<b>Preventative</b>	<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>											
<b>Sickness/Influenza</b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>											
<b>Emergency Room</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b></u>                      No change from current program except as provided <b>herein above</b></p> <p><b>Option 3:</b></p> <table border="1"> <thead> <tr> <th colspan="2"><b>2023-2026</b></th> </tr> <tr> <th><b><u>Network &amp; PPO</u></b></th> <th><b><u>Network &amp; PPO</u></b></th> </tr> </thead> <tbody> <tr> <td><b>\$0 / 20% After Ded</b></td> <td><b>\$0 / 20% After Ded</b></td> </tr> </tbody> </table>	<b>2023-2026</b>		<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 20% After Ded</b>						
<b>2023-2026</b>													
<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>												
<b>\$0 / 20% After Ded</b>	<b>\$0 / 20% After Ded</b>												
<b>Urgent Care Center</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b></u>                      No change from current program except as provided <b>herein above</b></p> <p><b>Option 3:</b></p> <table border="1"> <thead> <tr> <th colspan="2"><b>2023-2026</b></th> </tr> <tr> <th><b><u>Network &amp; PPO</u></b></th> <th><b><u>Network &amp; PPO</u></b></th> </tr> </thead> <tbody> <tr> <td><b>\$0 / 20% After Ded</b></td> <td><b>\$0 / 50% After Ded</b></td> </tr> </tbody> </table>	<b>2023-2026</b>		<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>						
<b>2023-2026</b>													
<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>												
<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>												
<b>Hospital</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b></u>                      No change from current program except as provided <b>herein above</b></p>												

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>							
	<p><b>Option 3:</b></p> <table border="1" style="margin-left: 20px;"> <tr> <th colspan="2" style="text-align: center;"><b>2023-2026</b></th> </tr> <tr> <td style="text-align: center;"><b><u>Network &amp; PPO</u></b></td> <td style="text-align: center;"><b><u>Network &amp; PPO</u></b></td> </tr> <tr> <td style="text-align: center;"><b>\$0 / 20% After Ded</b></td> <td style="text-align: center;"><b>\$0 / 50% After Ded</b></td> </tr> </table> <p>.</p>	<b>2023-2026</b>		<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>
<b>2023-2026</b>							
<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>						
<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>						
<b>Diagnostic Testing</b>	<p>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b>                      No change from current program except as provided <a href="#">herein above</a></p> <p><b>Option 3:</b></p> <table border="1" style="margin-left: 20px;"> <tr> <th colspan="2" style="text-align: center;"><b>2023-2026</b></th> </tr> <tr> <td style="text-align: center;"><b><u>Network &amp; PPO</u></b></td> <td style="text-align: center;"><b><u>Network &amp; PPO</u></b></td> </tr> <tr> <td style="text-align: center;"><b>\$0 / 20% After Ded</b></td> <td style="text-align: center;"><b>\$0 / 50% After Ded</b></td> </tr> </table> <p>.</p>	<b>2023-2026</b>		<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>	<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>
<b>2023-2026</b>							
<b><u>Network &amp; PPO</u></b>	<b><u>Network &amp; PPO</u></b>						
<b>\$0 / 20% After Ded</b>	<b>\$0 / 50% After Ded</b>						
<b>Lifetime Maximum</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b>						
<b>COB</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.						
<b>Survivor</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.						
<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>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.						
<b>Deductible</b>	<p>Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b></p> <p>Option 1                      No change from current program.</p> <p>Option 2 and Option 3                      Integrated with Med/Surg, Rx <b>and CarePlus</b></p>						

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>																										
	<p><b>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></p>																									
<b>OOP Max</b>	<p>Option 1                      No change from current program  <u>2023 New Hires, 2018 New Hires, 2017 New Hires and Current Employees</u></p> <p><del>Option 1:</del></p> <p><del>_____ 2021 _____</del>                      Ind _____ \$1,200 _____                      Ind + Ch _____ \$2,400 _____                      Ind + Sp _____ \$2,400 _____                      Fam _____ \$2,400 _____</p> <table border="1"> <thead> <tr> <th></th> <th><b>2023</b></th> <th><b>2024</b></th> <th><b>2025</b></th> <th><b>2026</b></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td><b>\$1,300</b></td> <td><b>\$1,350</b></td> <td><b>\$1,400</b></td> <td><b>\$1,450</b></td> </tr> <tr> <td>Ind + Sp</td> <td><b>\$2,600</b></td> <td><b>\$2,700</b></td> <td><b>\$2,800</b></td> <td><b>\$2,900</b></td> </tr> <tr> <td>Ind + Ch</td> <td><b>\$2,600</b></td> <td><b>\$2,700</b></td> <td><b>\$2,800</b></td> <td><b>\$2,900</b></td> </tr> <tr> <td>Family</td> <td><b>\$2,600</b></td> <td><b>\$2,700</b></td> <td><b>\$2,800</b></td> <td><b>\$2,900</b></td> </tr> </tbody> </table> <p>Out-of-Pocket Maximum provisions:</p> <ul style="list-style-type: none"> <li>• Applies to all Network prescription drug copays.</li> <li>• 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:                         <ul style="list-style-type: none"> <li>- Any medical or mental health/substance abuse expenses</li> <li>- Any applicable monthly contributions</li> <li>- Any charges for non-covered prescription drugs</li> <li>- Any penalties for failure to comply with terms of program (i.e., mandatory generic penalty)</li> <li>- Any charges for prescription drugs that are exclusions under the program</li> </ul> </li> <li>• The amount that is applied to the Out-of-Pocket Maximum is the Network prescription drug copays.</li> <li>• 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</li> </ul> <p>Option 2 <b>and Option 3</b>                      Integrated with Med/Surg, Rx, MH/SA <del>and CarePlus</del></p>		<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	Ind	<b>\$1,300</b>	<b>\$1,350</b>	<b>\$1,400</b>	<b>\$1,450</b>	Ind + Sp	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>	Ind + Ch	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>	Family	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>
	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>																						
Ind	<b>\$1,300</b>	<b>\$1,350</b>	<b>\$1,400</b>	<b>\$1,450</b>																						
Ind + Sp	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>																						
Ind + Ch	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>																						
Family	<b>\$2,600</b>	<b>\$2,700</b>	<b>\$2,800</b>	<b>\$2,900</b>																						
<b>Retail</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires</u>                      No change from current program, except as provided below.</p>																									

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>																
	Network Copay: Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions.															
<b>Retail Generic</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <del>and 2023 New Hires</del></u></p> <p>Option 1, 2 <b>and 3</b>                      Retail/Specialty Network Copay</p> <table border="1"> <tr> <td></td> <td style="text-align: center;"><u>2023-2026</u></td> </tr> <tr> <td>Generic</td> <td style="text-align: center;"><b>\$10</b></td> </tr> </table> <p>Option 1:  <del>2021</del>                      Generic <del>\$10</del></p> <p>Provisions:  <del>No change to current program.</del></p> <p>Option 2:  <del>2021</del>                      Generic <del>\$9</del></p>		<u>2023-2026</u>	Generic	<b>\$10</b>											
	<u>2023-2026</u>															
Generic	<b>\$10</b>															
<b>Retail Brand</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <del>and 2023 New Hires</del></u></p> <p>Option 1, 2 <b>and 3</b>                      Retail/Specialty Network Copay:</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;"><u>2023</u></th> <th style="text-align: center;"><u>2024</u></th> <th style="text-align: center;"><u>2025</u></th> <th style="text-align: center;"><u>2026</u></th> </tr> </thead> <tbody> <tr> <td>Brand-Formulary</td> <td style="text-align: center;"><b>\$60</b></td> <td style="text-align: center;"><b>\$63</b></td> <td style="text-align: center;"><b>\$66</b></td> <td style="text-align: center;"><b>\$69</b></td> </tr> <tr> <td>Brand Non-Formulary</td> <td style="text-align: center;"><b>\$150</b></td> <td style="text-align: center;"><b>\$156</b></td> <td style="text-align: center;"><b>\$162</b></td> <td style="text-align: center;"><b>\$168</b></td> </tr> </tbody> </table> <p>Option 1:  <del>2021</del>                      Preferred <del>\$35</del>                      Non-Preferred <del>\$70</del></p> <p>Option 2:  <del>2021</del>                      Preferred <del>\$35</del>                      Non-Preferred <del>\$70</del></p>		<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	Brand-Formulary	<b>\$60</b>	<b>\$63</b>	<b>\$66</b>	<b>\$69</b>	Brand Non-Formulary	<b>\$150</b>	<b>\$156</b>	<b>\$162</b>	<b>\$168</b>
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>												
Brand-Formulary	<b>\$60</b>	<b>\$63</b>	<b>\$66</b>	<b>\$69</b>												
Brand Non-Formulary	<b>\$150</b>	<b>\$156</b>	<b>\$162</b>	<b>\$168</b>												
<b>Personal Choice</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hire <del>and 2023 New Hires</del></u>                      No change from current program.</p>															
<b>Mail Order</b>	<p><u>Current Employees, 2017 New Hires, 2018 New Hires <del>and 2023 New Hires</del></u>                      No change from current program except as provided below.</p> <p>Mandatory mail order for maintenance RX continues to apply after second fill at retail.</p> <p>Up to 90-day supply subject to Advanced Control Specialty Formulary provisions.</p>															

Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires				
<b>Mail Order Generic</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b>			
	Option 1,2 <b>and 3</b> Mail/Specialty Network Copay:			
		<b>2023- 2026</b>		
	Generic	<b>\$20</b>		
Provisions: Mandatory Generic provisions continue to apply. <b>Option 1:</b> <del>_____2021_____</del> Generic <del>_____ \$20 _____</del>  <b>Option 2:</b> <del>_____2021_____</del> Generic <del>_____ \$18 _____</del>				
<b>Mail Order Brand</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b>			
	Option 1, 2 <b>and 3</b> Mail/Specialty Network Copay			
		<b>2023</b>	<b>2024</b>	<b>2025</b>
	Preferred	<b>\$120</b>	<b>\$126</b>	<b>\$132</b>
	Non Preferred	<b>\$300</b>	<b>\$312</b>	<b>\$324</b>
<b>Option 1:</b> <del>_____2021_____</del> Preferred <del>_____ \$70 _____</del> Non-Preferred <del>_____ \$140 _____</del>  <b>Option 2:</b> <del>_____2021_____</del> Preferred <del>_____ \$70 _____</del> Non-Preferred <del>_____ \$140 _____</del>				
<b>Personal Choice</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.			
MENTAL HEALTH BENEFITS				
<b>Deductible</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> Option 1: No change from current program  Option 2 <b>and Option 3</b> Integrated with Med/Surg, Rx <del>and CarePlus</del>			
<b>OOP Max</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> Option 1:			

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>	
	<del>No change from current program</del> Integrated with Med/Surg, Rx.  Option 2 <b>and Option 3</b> Integrated with Med/Surg, Rx <del>and CarePlus</del>
<b>Copayments and Coinsurance</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.
<b>Limitations</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.
<b>SUBSTANCE ABUSE BENEFITS</b>	
<b>Deductible</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> No change from current program.
<b>OOP Max</b>	Current Employees, 2017 New Hires, 2018 New Hire <b>and 2023 New Hires</b> 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>	1/1/2023
<b>Program</b>	2017 New Hires and Current Employees DIRECTV Disability Benefits Program for Southwest Bargained Employees (SWBW) No change from current program  2018 New Hires, <b>and 2023 New Hires</b> DIRECTV Disability Income Program as described in the Summary Plan Description), <b>which will be available prior to the start of the 2023 plan year, dated <del>September 2017</del></b> as these provisions change from time to time <del>except as provided below.</del>
<b>Short-Term Disability (STD)</b>	<u>Current Employees and 2017 New Hires</u> No change from current program.  <u>2018 New Hires <b>2023 New Hires</b></u> The DIRECTV Disability Income Program as described in the Summary Plan Description except that Temporary and Term employees are not eligible for LTD benefits.  No change from current program. <del>2017 New Hires and Current Employees</del> <del>No change from current program</del>

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>																			
	<p><del>2018 New Hires</del>  <del>The AT&amp;T Disability Income Program as described in the Summary Plan Description except that 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, based on your service as shown below:</del></p> <p><del>Term of Employment 100% 60% 6 Months &lt; 2 years 0 weeks 26 Weeks 2 Years &lt; 5 years 4 weeks 22 weeks 5 years &lt; 15 years 13 weeks 13 weeks 15 years or more 26 weeks 0 weeks</del>  <del>weeks</del></p> <p>The DIRECTV Disability Income Program as described in the Summary Plan Description except that 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, based on your service as shown below:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th colspan="2" style="text-align: center;">% of Pay</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Term of Employment</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">60%</td> </tr> <tr> <td style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">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		Term of Employment	100%	60%	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																		
Term of Employment	100%	60%																	
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>	<p><u>2017 New Hires and Current Employees</u>            No change from current program</p> <p><u>2018 New Hires, <b>2023 New Hires</b></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.</p>																		
<b>DENTAL BENEFITS</b>																			
<b>Program</b>	<p>DIRECTV Dental Program* (Bargained Employees)</p> <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) ), <del>which will be available prior to the start of the 2023 plan year, dated September 2017</del> &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>Contributions for Dental PPO or DHMO (if available)</u></p> <p style="text-align: center;"><del>Ind</del> <u>2021</u>  <del>— \$8</del></p>																		



<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>	
	<p><del>Ind +1 \$17</del>  <del>Family \$27</del></p> <p><b>2023 -2026</b></p> <p><b>Ind \$9</b>  <b>Ind +1 \$20</b>  <b>Family \$30</b></p>
<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*          *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*          *Not to exceed \$2,000 combined Network/Non-Network</p>

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>	
<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> <li>• Enrollees who are located outside the Network zip code criteria will be offered the ONA option only.</li> </ul>
<b>VISION BENEFITS</b>	
<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) ), <b>which will be available prior to the start of the 2023 plan year, <del>dated September 2017</del></b> &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><del>2021</del></p> <p><del>Ind \$2.50</del></p> <p><del>Ind +1 \$5.50</del></p> <p><del>Family \$9.00</del></p> <p><b>Ind \$3</b></p> <p><b>Ind +1 \$6</b></p> <p><b>Family \$10</b></p>
<b>Part Time EE Contributions</b>	<p>Based on Scheduled hrs./week:</p> <p>Greater than or equal to 20 hrs. = 50% of full cost of coverage*.</p> <ul style="list-style-type: none"> <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>	<b>Exam:</b> 1 exam per 12 months

<b>Current Employees, 2017 New Hires, <del>and</del> 2018 New Hires and 2023 New Hires</b>	
	<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%          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>SUPPLEMENTAL MEDICAL BENEFITS</b>	
<b>Program</b>	<del>AT&amp;T CarePlus - A Supplemental Benefit Program*</del> <del>*This document highlights key elements of program design. For complete program details, refer to the Summary Program Description (SPD) dated September 2017 &amp; associated Summary of Material Modifications (SMMs).</del>
<b>Eligibility</b>	<del>• Within 31 days of the later of your date of hire, the date a change in status event occurs, or the date on your enrollment materials.</del> <del>• Effective date of coverage is the first of the month following your hire date.</del>
<b>EE Class</b>	<del>Regular Full Time &amp; Part Time</del>
<b>Employee Contributions (FT and PT)</b>	<del>Employee only — \$1          Employee &amp; family — \$2</del>  <del>Note: Contribution amounts are subject to change from time to time at the sole discretion of the Company.</del>
<b>Benefits</b>	<del>No change from current program, except those required to comply with healthcare reform legislation (PPACA). Expand benefits which may be offered under CarePlus to include any benefits determined by the Company to be beneficial to Program participants.</del>

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>	
	<del>Company continues to retain the unilateral right to change, modify, amend and discontinue benefits offered under CarePlus.</del>
	<del>Frequency of enrollment continues to be annually.</del>
<b>COB</b>	<del>No change from current program.</del>
<b>Survivor</b>	<del>No change from current program.</del>
<b>Eligible Retired Employees</b>	<del>See Exhibit 1.</del>
<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) ), <b>which will be available prior to the start of the 2023 plan year, dated <del>September 2017</del></b> & 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) dated), <b>which will be available prior to the start of the 2023 plan year, <del>December 2016</del></b> & associated Summary of Material Modifications (SMMs).

<b>Current Employees, 2017 New Hires, and 2018 New Hires and 2023 New Hires</b>	
	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>LONG-TERM CARE</b>	
<b>Plan</b>	DIRECTV Consolidated Long-Term Care Insurance Plan*.

<b>Current Employees, 2017 New Hires, <del>and 2018 New Hires</del> and 2023 New Hires</b>	
	*This document highlights key elements of plan design. For complete plan details, refer to the Summary Plan Description (SPD) ), <b>which will be available prior to the start of the 2023 plan year, <del>dated October 2008</del></b> & associated Summary of Material Modifications (SMMs).
<b>Eligibility</b>	No change from current plan.
<b>EE Class</b>	No change from current plan.
<b>Coverage</b>	2017 New Hires, 2018 New Hires Not available; closed to new entrants as of 5/1/2012.  <u>Current Employees</u> No change from current plan, except that the Company has the unilateral right to change, modify, amend and discontinue the DIRECTV Consolidated Long-Term Care Insurance Plan.
<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>1/1/2023</b>
<b>Program(s)</b>	<p><u>Employees hired or rehired on or before December 31, 2009</u>                      DIRECTV Bargained Program of the DIRECTV Bargained Pension Plan</p> <p><u>Employees hired, rehired or transferred after December 31, 2009</u>                      Bargained Cash Balance Program #2 (BCB#2 Program) of the DIRECTV Bargained Pension Plan</p>
<b>Benefits</b>	<p>DIRECTV Bargained Program                      No Change</p> <p>DIRECTV Bargained Cash Balance Program #2 (BCB#2 Program)                      No Change</p> <p><del>Employees hired or rehired on or before December 31, 2009</del>  <del>No change from current program</del></p>

	<del>Employees hired, rehired or transferred after December 31, 2009</del> <del>No change from current program</del>
	<b>SAVINGS PLAN</b>
<b>Effective Date(s)</b>	<b>1/1/2023</b>
<b>Program</b>	DIRECTV Retirement Savings Plan (DRSP)
<b>Benefits</b>	<u>Current Employees, 2017 New Hires, 2018 New Hire and 2023 New Hires</u> No change from current program

**Retiree Health Care for Bargained Employees for the period January 1, 2023 through December 31, 2026 who terminate employment during the period 1/1/2023 through 12/31/2026.**

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 12/31/2022 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 <ul style="list-style-type: none"> <li>▪ 30 (NCS) and any age</li> <li>▪ 25 (NCS) &amp; 50 (age)</li> <li>▪ 20 (NCS) &amp; 55 (age)</li> <li>▪ 10 (NCS) &amp; 65 (age)</li> </ul>	Transition Groups 1-4	Modified rule of 75 <ul style="list-style-type: none"> <li>▪ 30 (NCS) and any age</li> <li>▪ 25 (NCS) &amp; 50 (age)</li> <li>▪ 20 (NCS) &amp; 55 (age)</li> <li>▪ 10 (NCS) &amp; 65 (age)</li> </ul>
Retiree contributions	Same as active employees' contributions	<ul style="list-style-type: none"> <li>▪ Parent company provides benefit for Transition Group 1</li> <li>▪ Subsidy varies for Transition Groups 2-3;</li> <li>▪ Access only for Transition Group 4</li> </ul> [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.



## **MEMORANDUMS OF AGREEMENT and LETTERS OF AGREEMENT**

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### MEMORANDUM OF AGREEMENT CWA INTERNAL APPEAL PROCESS

This Memorandum of Agreement between Communications Workers of America (the Union) and **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~ (collectively the Company) is effective upon ratification of the ~~2022~~2017 Labor Agreement between the parties and shall be effective for the life of such agreement.

1. Whenever the Union, ~~during the term of this trial,~~ notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 9, Arbitration, of the applicable Labor Agreement, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union's internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union's right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 60 day time limit provided for in Section 2. of said Article 9 shall be frozen as of the date the Company receives said notice.
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of Paragraph 1., above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
  - a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 60 day time limit provided for in Section 2. of Article 9, Arbitration, of the applicable Labor Agreement, shall resume as of the date upon which the Company receives this notice.
  - b. If the appeal is denied, the Union shall also notify the Company of 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.**

CPP-08 08.12.2022

COMMUNICATIONS WORKERS OF AMERICA

**DIRECTV Customer Services,  
LLC** ~~AT&T MOBILITY SERVICES LLC~~

~~AT&T  
CUSTOMER SERVICES, INC.~~

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

Pat Telesco

CWA Area Director, District 1

Communications Workers of America

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

Brian Cattaneo

**Senior Director** ~~Lead~~ Labor  
Relations ~~Manager~~

**DIRECTV AT&T**

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CWA must undertake all precautions to secure from inadvertent or improper disclosure.

MEMORANDUM OF AGREEMENT  
FOR  
PAYROLL DEDUCTION OF CWA-COPE

This is an agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~ (collectively, the "Company") and Communications Workers of America, ("Union") by which the Company agrees, effective upon ratification of the ~~2022~~2017 Labor Agreement between the parties and for the life of the ~~2022~~2017 Labor Agreement, to provide a procedure whereby eligible employees of the Company may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee (PAC) sponsored by the Union. The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE is restricted to those employees of the Company who are certified by the Union as eligible under applicable federal and state laws. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees' pay shall be made each pay period and will begin or change in the first pay period ending in the month following receipt of a signed payroll deduction authorization (PRD) card. Authorization cards are to be **electronically** forwarded to the payroll office **in accordance with the Memorandum of Understanding Regarding Electronic Dues Authorization**, by the 20th calendar day of a month in order for them to be effective in the month following receipt. Deductions shall be in the minimum amount of 25 cents per pay period. The employees' **pay drafts**~~paydrafts~~ will carry an indication of the PAC deduction.
3. The Company will remit contributions to the Treasurer, CWA-COPE Political Contributions Committee, monthly, following the deduction from the employees' pay. In addition, the Company will transmit monthly a list of contributors through payroll deductions showing the contributors' names and amounts contributed.
4. Any employee's payroll deduction shall cease only upon the occurrence of any of the following:
  - a. Termination of a participating employee's employment with the Company.
  - b. Retirement of a participating employee.
  - c. Transfer of a participating employee out of the bargaining unit.

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- d. Receipt in the payroll office of **electronic** written notice to cancel contributions to CWA-COPE signed by the employee.
5. The Union shall reimburse the Company for all costs and expenses incurred in implementing and maintaining this payroll deduction program which shall include, but not be limited to, the initial costs of establishing same, the processing of authorization of deductions and remittances, and preparation of any reports to the Union or filed with governmental or regulatory bodies, and any increase in such costs and expenses. Upon determination of its initial costs to establish and implement the program, the Company will render a bill to the Union for the total amount which shall be due and payable within ninety (90) days thereafter. The Company will bill the Union monthly for the costs of maintaining the program including the processing of authorization cards, handling the periodic deductions and remittances, fulfilling any reporting requirements, and any other costs incurred. Payment of monthly bills will be due thirty (30) days after rendition by the Company.
6. This agreement is subject to applicable federal, state and local laws and regulations and shall not be effective where prohibited by any such laws or regulations.
7. The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.

COMMUNICATIONS WORKERS OF AMERICA

**DIRECTV Customer Services, LLC**  
~~AT&T MOBILITY SERVICES LLC~~  
~~AT&T CUSTOMER SERVICES, INC.~~

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Patricia M. Telesco  
CWA Area Director District 1  
  
Communications Workers of America

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Brian Cattaneo  
**Senior Director, Lead Labor**  
Relations **Manager**  
**DIRECTV AT&T**

LOA 1 – Personnel Records Review

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

Dear Ms. Telesco:

1. Upon written request, an employee shall be permitted to examine and make copies of 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 each written notice of disciplinary action within a reasonable period.

Sincerely,

Brian Cattaneo  
**Senior Director, ~~Lead~~ Labor Relations ~~Manager~~**  
**DIRECTVAT&T**

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement the Company agrees to make the Director-Labor Relations available to work with a designated representative of the Union for the purpose of developing a joint presentation for employee orientation meetings, as outlined in Section 1., of Article 17, Company-Union Relationship. It is further the Company's intent to allow the Union representative to remain at the Company facility at the conclusion of the orientation meeting to meet privately with any Bargaining Unit employees who elect to remain for additional information and/or questions.

Sincerely,

Brian Cattaneo  
**Senior Director, Lead Labor Relations Manager**  
**DIRECTVAT&T**

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement between the Communications Workers of America and **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~, the Company agrees that prior to assigning an employee to a formal training course; it will consider the employee's seniority as well as the employee's performance, capabilities, and other such relevant factors.

Sincerely,

Brian Cattaneo  
**Senior Director, Lead** Labor Relations **Manager**  
**DIRECTVAT&T**

February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the 2017 Labor Agreement between AT&T Mobility Services LLC, AT&T Customer Services, Inc., and the Communications Workers of America it is the Company's intent in the administration of Section 2. of Article 19, Basis of Compensation, of the 2017 Labor Agreement, to limit changes in annual sales commission plans to those required for competitive or business reasons as determined by the Company. While the highly competitive and dynamic nature of the Company's business does not allow the Company to commit to a limitation in sales commission changes, it is the Company's intent that any changes to sales commissions will be made in a manner that fairly recognizes both the contribution of the employees and the desire of the Company to outperform its competitors. In this regard, it is further the Company's intent to provide, whenever practicable, at least one (1) week's advance notice to the CWA prior to its notice to employees related to any such changes.

The Company agrees to establish a joint committee to meet twice a year, or more/less frequently if needed and mutually agreed to by the committee chairs, to discuss suggestions regarding additional compensation plans, commissions, bonuses, incentive programs and performance management programs associated with retail sales (currently RSSM). This committee will consist of no more than four representatives each. The union committee will consist of 3 employees and 1 representative from the CWA International. The meeting place and time will be mutually agreeable by the committee chairs. Meeting expenses will be paid by the company. Normal meeting time should consist of one day sessions not requiring an overnight stay. Participants will only be paid for a normal shift.

Sincerely,

Brian Cattaneo  
Lead Labor Relations Manager  
AT&T



February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC, AT&T Customer Services, Inc.~~ 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,

CPP-08 08.12.2022

Brian Cattaneo

**Senior Director, Lead Labor Relations Manager**  
**DIRECTV AT&T**

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CWA must undertake all precautions to secure from inadvertent or improper disclosure.

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC, AT&T Customer Services, Inc.~~ and the Communications Workers of America it is the Company's intent to recognize that in certain work groups it may be beneficial to the employees and in the best interest of the business to establish a four day schedule as a normal tour. Accordingly, in a work group where management and the union agree, the number of hours which presently constitute a normal five day tour will be scheduled in equal amounts over four days.

The work groups selected for such four day tours will be solely at the discretion of the Company. The management and the union will discuss the process by which the number of employees who volunteer will be assigned their shifts and tours. It is further agreed that if the needs of the business require the Company to discontinue the four day tour, the Company will notify the Union in advance.

Four day tours will be scheduled in advance as full tours. No daily overtime payment shall be made for any of the scheduled hours worked which constitute the normal four day tour.

Subject to the above, and before implementing a four day schedule in any work group, management and the union will establish the parameters and implementation procedures for such four day tours. Unless otherwise agreed, the following will apply:

- 1) Weeks in which holidays fall will revert to a normal five day tour.
- 2) Employees scheduled for a week of vacation will have their tours revert to the normal five day tour.

Page 2

- 3) Employees pre-scheduled for Excused Work Days, Day-At-A-Time Vacation, Floating Holiday(s), or jury duty will revert their tours to the normal five day tour. Non-scheduled Floating Holidays, Excused Work Days, or Day-At-A-Time Vacation within a week in which the employee's tour is four ten hour days will be treated as ten hour days. Employees may take no more than four ten hour unscheduled days (i.e., forty hours) on a day-at-a-time basis. These unscheduled days include Floating Holidays, Excused Work Days, or Vacation days.
- 4) Payment will be based upon a ten hour day for employees who are absent because of sickness or accident disability during the course of the four day tour. If the disability continues into the next week, the employee's tour will revert to the normal five day tour.

Sincerely,

Brian Cattaneo

**Senior Director, Lead Labor Relations Manager**  
**DIRECTVAT&T**

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~Subject to ratification of the 2017 Labor Agreement between AT&T Mobility Services LLC, AT&T Customer Services, Inc., and the Communications Workers of America as soon as reasonable, following ratification of this agreement, a CWA International Representative and a Labor Relations representative will meet and agree upon ten (10) neutral evaluators ("evaluators") to create a special panel for purposes of this process. The parties will schedule neutral evaluation days with each evaluator, where the evaluator will hear no more than four (4) dismissal and/or suspension cases per day. Each case will be limited to ninety (90) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The parties agree to equally share the compensation and expenses of the neutral evaluations.~~

~~Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance procedure. Formal rules of evidence will not apply. The parties will be represented by Labor Relations Managers and Union Representatives and no official record of the neutral evaluation will be kept.~~

~~Each party may have no more than two (2) individuals attend the neutral evaluation proceeding. Each party will be limited to a half hour presentation. The evaluator will be provided one half hour to question both parties in the presence of one another, and to render his or her advisory opinion. This advisory opinion will resolve any procedural or arbitrary issues and/or determine whether the Company acted with or without just cause, and where the disciplinary action lacked just cause, what if any, remedy should be imposed.~~

~~Within two (2) working days following the evaluator's advisory opinion, a party must notify the other party in writing if the party rejects the evaluator's advisory opinion; otherwise it will be treated as accepted by the party. In~~

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~~instances where the parties accept the evaluator's advisory opinion of no just cause, the Company agrees to implement the remedy within ten (10) working days. In instances where the parties accept the evaluator's advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.~~

~~Sincerely,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

~~LOA 8 — Work and Family Issues~~

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~Subject to ratification of the 2017 Labor Agreement between AT&T Mobility Services LLC, AT&T Customer Services, Inc. and the Communications Workers of America the Company and the Union acknowledge their mutual interest in minimizing the hardships placed on the employees around work and family issues. It is therefore agreed that no later than ninety (90) days after ratification of this Agreement, two (2) representatives from the Union and two (2) representatives from the Company will meet together to explore options that are mutually agreeable that could alleviate some of these hardships. Options explored could include, but are not limited to establishment of a Dependent Care Fund, Kids in the Workplace programs, and discounted rates at certified sites.~~

~~Sincerely,  
Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC, AT&T Customer Services, Inc.~~, and the Communications Workers of America the Company will encourage innovative scheduling in those organizations that determine such scheduling permits them to meet the needs of the business. Such scheduling shall be in accordance with those provisions of the ~~2022~~2017 Agreement between the Union and the Company governing scheduling. Both the Company and the Union will encourage the active involvement of Local Union Officers in “Innovative Scheduling” implementation efforts.

It is further understood that if such scheduling does not prove to be in the best interest of the business, it will be discontinued effective with one (1) week’s notice to the employees involved.

Sincerely,

Brian Cattaneo  
**Senior Director, Lead Labor Relations Manager**  
**DIRECTVAT&T**



~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~Subject to ratification of the 2017 Labor Agreement, the Company will  
continue the existing Motor Vehicle Usage Policy.~~

~~Sincerely,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

February 12, 2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the 2017 Labor Agreement between **DIRECTV Customer Services, LLC** AT&T Mobility Services LLC, AT&T Customer Services, Inc., and the Communication Workers of America, monthly sales quotas for Retail Sales Consultants will be adjusted in eight hour increments (8 aggregate hours in a calendar month) for Vacation, EWP, Company mandated training, and Union absence time. Monthly sales quotas for discipline purposes will be adjusted in 8 hour increments (8 aggregate hours in a calendar month) for Vacation Company mandated training, and Union absence time.

Accelerator payments will be based on the targeted number at 100% for the month using the following examples:

- *If the monthly new quota is 40 units and the month has four weeks in it, each 8-hr day is equal to 2 units. If an employee takes a total of 8 hours off for vacation or mandated training, they will be given credit for 2 sales in the system. If their net sales (after chargebacks are applied) for the remaining days of the month are 38, they would be at 100% of their assigned goal ( $38+2=40$ .  $40/40=100\%$ ).*
- *In the same example above, if the employees' net sales were 40 units then they would be at 105% to goal ( $40+2=42$ .  $42/40=105\%$ ).*
- *In the example above, if the employee had 46 net sales in the remaining days of the month, they would be at 120% to assigned goal ( $46+2=48$ .  $48/40=120\%$ ).*

Inside Sales/Retail Sales Consultants will be allowed to match AT&T Mobility consumer internet prices for identical equipment, accessories, and services when requested by the customer and approved by management. Management will reasonably consider the requests when they are made by the representative.

Chargebacks that are more than 91 days old will not count against quota attainment for discipline purposes.

Sincerely,

Brian Cattaneo

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CPP-08 08.12.2022

~~Lead Labor Relations Manager~~  
~~AT&T~~

February 12, ~~2022~~2017

Patricia M. Telesco  
Area Director  
193 State Street  
2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

Subject to ratification of the ~~2022~~2017 Labor Agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC, AT&T Customer Services, Inc.~~ 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 ~~and Sales Floor Observation~~ **is a** ~~are~~ tools 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 which enhances job satisfaction.

In addition, to ensure courteous treatment, accurate information, and superior service, ~~cCustomer calls and Sales Floor o~~Observations may be performed 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. Management will determine the method of evaluation.
- Additional customer calls selected for coaching purposes will not be used toward discipline except in the event of misconduct.

Page 2

~~The following language applies to employees in Retail locations:~~

- ~~• A maximum of six (6), full or partial, customer interactions may be observed per month. Management will determine the method of evaluation and what is observed.~~
- ~~• An interaction is defined as one made by a member of management on the retail floor.~~

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 ~~and Sales Floor Observation~~ results within the employee's next two (2) scheduled work days following the quality observation.

Sincerely,

Brian Cattaneo  
**Senior Director, ~~Lead~~ Labor Relations ~~Manager~~**  
**DIRECTVAT&T**

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~The Company will provide prescription safety glasses to the Wireless Technicians and Technical MSC/RNOCs (collectively "Technicians") and Supply Chain employees who are required by the Company's Environmental Health & Safety policies to wear safety glasses because of the work duties they perform and whose eyesight requires that they use prescription eyewear as follows:~~

- ~~• Technicians and Supply Chain employees whose duties only require them to wear safety glasses indoors will be provided one (1) pair of clear lens prescription safety glasses; or~~
- ~~• Technicians and Supply Chain employees whose duties require them to wear safety glasses outdoors will be provided one (1) pair of clear lens and one (1) pair of dark lens or one (1) pair of photocromatic (photogrey) lens prescription safety glasses.~~

~~The prescription safety glasses will be provided from a pre-established list as determined by the Company. The Company will determine the process under which the prescription safety glasses will be provided.~~

~~Sincerely,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~The Company will provide the Wireless Technicians who are required by the Company's Environmental Health & Safety (EH&S) policies to wear climbing boots because of the work duties they perform and Supply chain 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,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

~~LOA 15 Strategic Alliance Committee~~

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~The Company and the Union recognize that significant benefits have been and will continue to be derived from cooperative Union Management relations. Through such Cooperation, the parties have been able to explore innovative methods of operation which seek to modify traditional workplace relationships in ways designed to enhance the Company's effectiveness and competitiveness, increase Union and employee participation in local workplace decisions, and maximize employee satisfaction with their work.~~

~~Subject to the ratification of the 2017 Labor Agreement between AT&T Mobility Services LLC, AT&T Customer Services, Inc., and the Communications Workers of America, a renewed emphasis will be placed on the Working Relations Committee Meetings. The intent of these meetings is to allow broad concerns of mutual interest to be discussed and resolved at a local level. Also, during negotiations for the 2017 Labor Agreement, the Union and the Company discussed the Company's continued use of contractors. As a result of those discussions, the Company and the Union agreed that a good forum for such conversations is the current Strategic Alliance Committee.~~

~~Furthermore, in the spirit of the Company Union partnership and in an effort to further strengthen frequent and open communication, AT&T Mobility and all Districts of the Communications Workers of America (CWA) included in the 2017 Labor Agreement, agree to continue the Strategic Alliance Committee for the duration of the 2017 contract.~~

~~The Strategic Alliance Committee will have three primary objectives:~~

- ~~1. To strengthen the company's competitive position in the marketplace;~~
- ~~2. Provide a forum for Company and Union leadership to discuss various issues with leaders of the business, such as improving employee attendance, growth opportunities for employees, the Company's continued use of contractors, the Company Union relationship, improving the customer experience, etc.; and,~~



~~3. To discuss and trial creative and innovative labor relations approaches to complex challenges in this competitive market.~~

~~The Strategic Alliance Committee structure will be as follows:~~

- ~~1. The Strategic Alliance Committee will be comprised of one (1) Representative from each CWA District represented in the Labor Agreement and an equal number of company representatives, plus a chairperson for each side. Company representatives may consist of regional leadership from functional areas such as Customer Service, Company Owned Retail Operations, Network, Labor Relations and Human Resources. Appointments of specific individual participants will be determined by the Company and the Union for themselves.~~
- ~~2. The Strategic Alliance Committee will meet at least two times annually but may be convened more frequently upon mutual agreement of the parties.~~
- ~~3. As appropriate and when mutually agreed to, the Strategic Alliance Committee may establish ongoing joint committees, ad hoc committees, etc. for the purpose of addressing specific areas for review and recommendation as directed by the Strategic Alliance Committee.~~
- ~~4. Recommendations of committees jointly established in number 3 above, if any are mutually agreed upon, will be submitted to the Strategic Alliance Committee for consideration.~~

~~Nothing in this Letter of Agreement shall release or change the duties and rights of either party as provided in their 2013 Labor Agreement or change or increase the parties' existing duties to provide relevant, requested information to each other.~~

~~Sincerely,  
Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~The Company agrees during the period of this Letter of Agreement:~~

- ~~• Upon 100% achievement of performance targets, full time Retail Sales Consultants ("RSC's") will be targeted to earn a minimum pre-chargeback "at risk" commission of \$10,750 per year.~~
- ~~• All components of the Compensation Plan are determined and remain at the sole discretion of the Company including but not limited to compensation components (e.g. what activities and measures are subject to compensation, volumes required, establishment of performance targets and target minimums), qualifiers (e.g. minimum standards that must be met in order to be eligible for commissions, division of dollars associated with each compensated element, seasonally impact on target setting, and new hire expectations).~~
- ~~• The Company reserves in its sole discretion the right to trial, test, and introduce new compensation practices, elements, components, programs, and plans subject to the minimum pre-chargeback "at risk" commission set forth above. RSC's on new hire guarantee are exempt. This letter does not replace, relieve, or diminish any right to impose or set quota requirement(s) as the Company deems appropriate.~~

~~Sincerely,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Dear Ms. Telesco:~~

~~In the event the Company determines that a temporary workforce imbalance exists for Wireless Technicians in a specified area, the Company will notify the Union Local(s) in that area. For purposes of satisfying the temporary workforce imbalance, the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur. If the temporary workforce imbalance continues for six (6) months, the imbalance will be remedied by making a permanent rearrangement of the workforce as described below.~~

~~In the event the Company determines a permanent rearrangement of the Wireless Technician workforce becomes necessary due to a workforce imbalance, the Company will advise the CWA Local(s) representing affected employees prior to notification of the employees. The Company will endeavor to notify affected employees thirty (30) days prior to the effective date of their reassignment. The Company shall determine the location(s)/orbit(s) from which the reassignment will occur.~~

~~In making this determination the Company will first seek volunteers from the affected Wireless Technicians, as determined by management, in seniority order. If an insufficient number of employees volunteer, then the Company will assign by inverse seniority. The Company will notify the Union with the results of the canvas before completing a permanent rearrangement.~~

~~If an employee is reassigned, voluntarily or involuntarily, through this process and an assignment becomes available within one (1) year in the orbit(s) from which the technician was previously assigned, the employee shall have the opportunity to retreat to the previously assigned location/orbit. An employee~~

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~~rejecting an initial opportunity to retreat will forfeit all return rights under this section.~~

~~Sincerely,~~

~~Brian Cattaneo  
Lead Labor Relations Manager  
AT&T~~

Bill Bates  
 National Telecomm Director  
 Communications Workers of America

The Company plans to pilot a new Retail Scheduling Tool. The COR Retail Scheduling Tool is designed to unite all regions under a complete set of guiding scheduling principles and implement a comprehensive set of business rules for schedule creation and maintenance. We expect testing and reviewing of the proposed configuration in 1Q09. This test will ensure the configuration elements are providing realistic and usable schedules for employees. Ten locations in the Orange contract have been selected representing a sample of the full spectrum of COR locations based on traffic and headcount. Those locations will be clustered in the regions shown below:

LOCATION ID	LOCATION NAME	REGION
CA0382	Santa Clara	West
CA0009	Saratoga	West
CA0316	Folsom	West
CA0303	Creekside	West
MN0008	Riverdale Commons	North Central
MN0014	Southdale Center	North Central
MN0027	Burnsville	North Central
NJ0068	Garden State Plaza	North East
NJ0086	Linwood Plaza	North East
NJ0092	Paramus Route 4 West	North East

User acceptance testing will commence live on 3/02/09 and is expected to run for a period of two months. Upon completion of the trial, the Company will evaluate the trial and determine next steps.

Sincerely,

Franklin Garon Jr.  
 Lead Labor Relations Manager  
 AT&T Services, Inc.

~~February 12, 2017~~

~~Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473~~

~~Re: Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America Districts 1, 2-13, 4, 7, and 9.~~

~~Dear Ms. Telesco:~~

~~This letter sets forth the terms of the agreement between AT&T Mobility Services LLC and AT&T Customer Services, Inc. ("AT&T Mobility") and Communications Workers of America ("CWA") regarding the terms of transfer applicable to CWA-represented employees transferring between the attached list of "AT&T Participating Companies"<sup>1</sup> (Attachment A) and AT&T Mobility into and out of the bargaining unit represented by the CWA Districts 1, 2-13, 4, 7, and 9 ("Agreement"). As each of the collective bargaining agreements for the West, Midwest, East, Legacy T, Southeast (including the BellSouth Telecommunications Contract, the Utility Operations Contract, the AT&T Billing Southeast Contract, the National Directory and Customer Assistance Contract and the BellSouth Internet Services Contract), Southwest and National Internet Contract (collectively the "Covered CBAs") with the CWA are ratified, the represented employees covered by each of the Covered CBAs employed by the AT&T Participating Companies set forth in Attachment A will be allowed to voluntarily transfer into vacancies at AT&T Mobility within the bargaining unit currently represented by CWA Districts 1, 2-13, 4, 7, and 9 (the "Mobility Unit"), under the terms and conditions set forth in this Agreement. For purposes of this Agreement, these employees are referred to as "Transferees". The terms of the National Transfer Plans ("NTP") as ratified in each of the Covered CBAs will apply<sup>2</sup> to the transfer process for Transferees moving between each of the AT&T Participating Companies and the Mobility Unit except as set forth below:~~

~~1. Amendment for Transferees Coming into the Mobility Unit~~

~~In lieu of Paragraph 2 of the Intersubsidiary Movement ("IMF") Section and Paragraphs 2 and 3 of the CWA Surplus Exchange ("CSE") Section of each NTP, Transferees interested in being considered for vacancies in the Mobility Unit will be~~

~~<sup>1</sup> The term "Participating Companies" refers to wholly-owned subsidiaries of AT&T, Inc. as long as they remain wholly-owned subsidiaries.~~

~~<sup>2</sup> Any changes, modifications, or amendments to any NTP after the date of this letter that affect any terms and conditions concerning how AT&T Mobility receives Transferees will not become effective until such changes are agreed to in a new written agreement executed by the appropriate bargaining representatives of the Parties.~~

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~~considered after first consideration is afforded to qualified employees laid off from the AT&T Mobility bargaining unit and then internal AT&T Mobility bargained personnel in accordance with the 2017 AT&T Mobility/CWA Districts 1, 2-13, 4, 7, and 9 Labor Agreement ("2017 Mobility Labor Agreement"). Transferees who are qualified for the particular vacancy will receive priority placement prior to off-street applicants who, in the judgment of the Company, are similarly qualified. Otherwise, the terms of the 2017 Mobility Labor Agreement will control. The applicant whom the Company deems most qualified will be selected. If an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. Unless otherwise stated in this Agreement, when a Transferee is selected for a position covered by the 2017 Mobility Labor Agreement, he/she will be transferred using the same processes that are currently applicable to AT&T Mobility bargained personnel who transfer between AT&T Mobility jobs.~~

~~In lieu of Paragraphs 5 and 7 of the IMF Section and Paragraphs 8 and 10 of the CSE Section of each NTP, Transferees transferred on or after the effective date of this Agreement will be treated as newly hired as of the date of such transfer with respect to all benefit plans, programs and/or policies at AT&T Mobility pursuant to the terms and conditions of the plans, programs and/or policies, including subsequent changes made to such plans, programs and/or policies applicable to Mobility Unit employees in effect on the Transferees' transfer date, except as follows:~~

~~If a Transferee has satisfied the eligibility conditions for post-employment medical benefits under his/her applicable Covered CBA at the time of transfer to AT&T Mobility and transfers into the Mobility Unit during the term of his/her applicable Covered CBA ("Eligible Transferee"), when the Eligible Transferee terminates employment from AT&T Mobility, he/she would then be eligible to receive medical and voluntary benefits to the same extent as active employees of AT&T Mobility eligible for such benefits following the Eligible Transferee's termination through the term of the existing plan of benefits provided under the Mobility National Bargained Benefit Plan ("NBBP"). Once the applicable plan of benefits under the NBBP expires, such Eligible Transferee's post-employment benefits and eligibility would be subject to the same terms provided to Current Retirees<sup>3</sup> participating in the plan applicable to the bargaining unit from which he/she transferred. Such benefits and eligibility for Current Retirees and all such Eligible Transferees may change from time to time as determined at the discretion of the Companies.<sup>4</sup>~~

## ~~2. Clarification for Transferees Coming into the Mobility Unit~~

~~Paragraph 3 of the IMF Section and Paragraph 4 of the CSE Section of the NTP govern how equally qualified Transferees competing against each other for the same vacancy~~

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<sup>3</sup>~~For purposes of this Agreement, "Current Retiree" means a former employee of an AT&T Participating Company who terminated employment with eligibility for post-employment benefits prior to the effective date of the collective bargaining agreement in effect for employees of the AT&T Participating Company as of the date of the Eligible Transferee's termination from AT&T Mobility.~~

<sup>4</sup>~~The Union acknowledges and expressly agrees that this Agreement does not create any obligation for AT&T Mobility or any of the other AT&T Participating Companies to negotiate over benefits for any Current Retirees.~~

~~within the Mobility Unit will be selected. If, however, an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy.~~

~~As a result of Paragraph 6 of the IMF Section and Paragraph 9 of the CSE Section of the NTP, a Transferee's Net Credited Service from the departing company will also be recognized within the Mobility Unit under the following contractual provisions in the 2017 Mobility Labor Agreement:~~

~~Article 3, Definitions of Employees~~

~~Article 7, Grievance Procedure~~

~~Article 9, Arbitration~~

~~Article 11, Seniority~~

~~Article 12, Hours of Work~~

~~Article 13, Work Assignments~~

~~Article 14, Force Adjustment~~

~~Article 21, Absences~~

~~Article 22, Vacations~~

~~Article 23, Holidays~~

~~Article 24, Excused Days With Pay~~

~~Under the Order of Consideration provision, Transferees will have the order of consideration set forth in the National Transfer Plans, but if an AT&T Mobility bargained employee and a Transferee both have qualifications that, in the judgment of the Company, are relatively equal, the AT&T Mobility bargained employee will be selected for the vacancy. This Agreement does not modify or diminish the current 2017 Mobility Labor Agreement language regarding Article 13 — Work Assignments.~~

### ~~3. Clarification for AT&T Mobility Bargained Employees Leaving the Mobility Unit~~

~~Paragraphs 5 and 6 of the CSE Section of the NTP set forth specific circumstances in which a CWA represented regular employee covered by a CWA Labor Agreement may receive a Relocation Allowance per the applicable terms and conditions of the collective bargaining agreement at his/her former Company. The 2017 Mobility Labor Agreement which affords management discretion to afford such allowances will govern AT&T Mobility Bargained Employees who leave the Mobility Unit.~~

### ~~4. Additional Agreement Terms~~

~~The Union agrees that it will not seek to alter any existing bargaining units in any AT&T Company on the basis of any movement or transfer of employees as a result of this Agreement. Further, the Union will not, on the basis of this Agreement or change in operations, practices or benefits administration, eligibility or entitlement made by AT&T Mobility and/or the Participating Companies as a result of this Agreement, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that such companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by the Union are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of the Union will survive the expiration of~~

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~~this Agreement, unless and until such time as this commitment is terminated by the mutual written Agreement of the parties.  
Notwithstanding any other provision to the contrary, this Agreement and any actions under it are not subject to arbitration.~~

~~This Agreement will become effective for each group of represented employees upon ratification of the affected employees' Covered CBA, upon being administratively feasible to implement for that group, and upon the signature of the appropriate CWA Representative authorized for the Mobility CBA. If one of the Covered CBAs fails to ratify, this Agreement will not become effective for the employees under that Covered CBA. Once effective for the Covered CBAs that ratify, this Agreement will remain in effect up to and including February 12, 2021.~~

~~The CWA represents and acknowledges that it is authorized under its International Constitution to execute this Agreement without a ratification vote of the Mobility Unit.~~

Sincerely, \_\_\_\_\_ Agreed and Accepted by:

_____	_____
Brian Cattaneo	Patricia Telesco
Lead Labor Relations Manager	Area Director, CWA District 1
AT&T	Communications Workers of America

~~Attachment A to the Terms of Transfer Applicable to Employees Transferring between the Attached AT&T Participating Companies and AT&T Mobility Services LLC and AT&T Customer Services, Inc. into and out of the Mobility Bargaining Unit Represented by the Communication Workers of America Districts 1, 2-13, 4, 7, and 9~~

~~Ameritech Services, Inc.  
AT&T Billing Southeast, LLC  
AT&T Corp.  
AT&T Customer Services, Inc.  
AT&T Mobility Puerto Rico Inc.  
AT&T Mobility Services LLC  
AT&T Services, Inc.  
AT&T of the Virgin Islands, Inc.  
BellSouth Communication Systems, LLC  
BellSouth Telecommunications, LLC  
Illinois Bell Telephone Company  
Indiana Bell Telephone Company, Incorporated  
Michigan Bell Telephone Company  
Nevada Bell Telephone Company  
The Ohio Bell Telephone Company  
Pacific Bell Telephone Company  
SBC Global Services, Inc. (Midwest, West Region)  
Southwestern Bell Telephone Company  
Wisconsin Bell Inc.~~

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

**This is an agreement between DIRECTV Customer Services, LLC (the "Company") and Communications Workers of America, ("Union") by which the Company agrees, effective upon ratification of the 2022 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 each of the three (3) CWA Locals which represent employees covered by this contract.**

**This Memorandum of Agreement will remain in effect through the term of the 2022 Collective Bargaining Agreement between the Parties.**

**FOR THE UNION:**

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**Pat Telesco  
Area Director, District 1  
  
Communications Workers  
of America**

**FOR THE COMPANY:**

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**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 2022 Collective Bargaining Agreement between the Parties.**

FOR THE UNION:

FOR THE COMPANY:

---

Pat Telesco

---

Brian Cattaneo

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Area Director, District 1

Communications Workers of America

**Senior Director, Lead Labor**  
**Relations Manager**  
**DIRECTV AT&T**

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## ATTACHMENT A

**This document provides a comprehensive description of the proposed text and fields contained within the DIRECTV AT&T Mobility 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."

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Automatically collected fields:

Signature Date

Timestamp

IP Address

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

Header: "I hereby authorize **DIRECTV Mobility** 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 **emailedpostmarked** 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

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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 Mobility**. I authorize **DIRECTV Mobility** 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

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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 AT&T Mobility** 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]

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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 2022 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 2022 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 2022 Collective Bargaining Agreement between the Parties.**

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV Customer Services,  
LLC**

---

**Patricia M. Telesco  
CWA Area Director District 1**

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**Brian Cattaneo  
Senior Director, Labor  
Relations**

**Communications Workers of America**

**DIRECTV**

## **LETTERS OUTSIDE THE AGREEMENT**

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This Company Package Proposal includes only the letters below to be included as letters outside the 2022 Agreement. Any letters outside the 2017 Agreement not addressed below will no longer be in force or effect in the 2022 Agreement.

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### MEMORANDUM OF AGREEMENT REGARDING **DIRECTV Care Labor Agreement**~~ORANGE MOBILITY~~ CALL CENTER PERCENTAGES

Subject to the ratification of the ~~2022~~2017 Regional Labor Agreement ("~~2022~~2017 **DIRECTV Care Labor Agreement**~~Orange~~ CBA") between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC, AT&T Customer Services, Inc.~~ (collectively referred to herein as the "Company") and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9 ("CWA"), the Company and CWA agree to the following during the term of the ~~2022~~2017 **DIRECTV Care Labor Agreement**~~Orange~~ CBA:

#### 1. Definitions

- (1) As used herein "**DIRECTV Care Labor Agreement**~~Orange~~ Calls" means Company **DIRECTV**~~mobility~~ calls handled by Company call centers with employees covered by the ~~2022~~2017 **DIRECTV Care Labor Agreement**~~Orange~~ CBA.
- (2) As used herein "Total Calls" means Company calls, including **DIRECTV Care Labor Agreement**~~Orange~~ Calls, handled by all call centers handling Company **DIRECTV**~~mobility~~ calls.

#### 2. Call Center Percentages

The Company agrees to ensure **DIRECTV Care Labor Agreement**~~Orange~~ Calls are no less than **5.50%** ~~7% by December 31, 2018 and 9% by December 31, 2019~~ of the Total Calls **by the end of 2022, 5.75% of the Total Calls by the end of 2023, 6.00% of the Total Calls by the end of 2024, and 6.25% of the Total Calls by the end of 2025.**

#### 3. Call Flow Minimum

- (1) In order to ensure compliance with Paragraph 2, the Company shall provide a Call Center Quarterly Report, ~~beginning with the end of the first quarter of 2018 and continuing at the end of each quarter thereafter,~~ to CWA District 1 Vice President Dennis Trainor that sets forth:
  - (a) Number of Total Calls for each month in the quarter;
  - (b) Number of **DIRECTV Care Labor Agreement<sup>Orange</sup>** Calls broken down by Call Center within the ~~2022~~**2017 DIRECTV Care Labor Agreement<sup>Orange</sup>** Regional Labor Agreement for each month in the quarter.
- (2) If requested by CWA, the Company and CWA, ~~commencing June 2018 and continuing at six month intervals thereafter,~~ will discuss the Company's compliance with the agreed upon percentage ("Reconciliation Discussion") **continuing at six month intervals**. The Reconciliation Discussion will include two designated CWA representatives appointed by CWA District 1 Vice President Dennis Trainor and two designated Company representatives.
- (3) If the Company has fallen short of the commitments in Paragraph 2 the Company shall take prompt, commercially reasonable steps to bring the **DIRECTV Care Labor Agreement<sup>Orange</sup>** Call percentage up to the minimum guarantee within 120 days of the date the shortfall is reported by CWA to the Company.
- (4) During any period of identified shortfall, the Company shall not declare an involuntary surplus in all or any of the **DIRECTV Care Labor Agreement<sup>Orange</sup>** Call Centers unless there is an extraordinary drop in call volume or due to adverse economic or business conditions as determined by the Company (e.g., failure to reach terms on a lease renewal).
- (5) The Company and CWA agree the information referenced in Paragraph 2 is highly confidential ("Confidential Information"). Any data provided to CWA pursuant to this Paragraph 3 shall not be used for any purpose other than the Reconciliation Discussion(s) and any proceedings to enforce this MOA except with the express written agreement of the Company. Failure to abide by the confidentiality terms of this MOA could result in the immediate cancellation of the MOA and of any further meetings at the Company's election.

Notwithstanding this remedy, it is the mutual intent of the parties to engage in a meaningful dialogue to assist and allow CWA to meet its obligations to bargaining unit members.

4. Scope of Agreement

This agreement relates only to the **DIRECTV Care Labor Agreement**~~Orange~~ Calls and does not in any manner supersede any other agreements between the parties. Except where expressly stated herein, this MOA is not intended to restrict the Company's existing management rights as established via any practice or as set forth in the ~~2022~~**2017 DIRECTV Care Labor Agreement**~~Orange~~ Regional Labor Agreement and its Memoranda/Letters of Agreement.

On Behalf of:

On Behalf of:

COMMUNICATIONS WORKERS OF  
AMERICA

**DIRECTV Customer Services, LLC**  
~~AT&T MOBILITY SERVICES LLC~~  
~~AT&T CUSTOMER SERVICES, INC.~~

\_\_\_\_\_  
Dennis Trainor  
Vice President, CWA District 1

\_\_\_\_\_  
**Tom Hughes** ~~Michael Keith~~  
Vice President, Labor Relations

Date: \_\_\_\_\_

Date: \_\_\_\_\_



MEMORANDUM OF AGREEMENT EMPLOYMENT SECURITY COMMITMENT  
(ESC)

This Memorandum of Agreement is entered into as of **February 12, 2022** ~~December 13, 2022~~ ~~2017~~ between Communications Workers of America and **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~ (collectively referred to as the "Company" or "Management").

1. The Company will guarantee employment security from a surplus resulting in a layoff of a regular employee as a result of a ~~retail store or~~ call center closure, during the term of the ~~2022~~2017 Regional Labor Agreement, subject to the conditions and provisions contained in this ESC.
2. Any regular employee who is in a surplus status pursuant to Article 14, Force Adjustment, or is in a title which the Company has determined it will eliminate or vacate (i.e., title is not populated), will be given a job offer as described in paragraph 3 provided the following conditions are satisfied:
  - A. Employee must be in one the following titles:
    - ~~Business Customer Service Specialist I~~
    - ~~Business Customer Service Specialist II~~
    - ~~Customer Service Representative I~~
    - ~~Customer Service Representative II~~
    - ~~Customer Support Specialist~~
    - ~~Client Service Specialist~~
    - ~~COS Sales Advocate~~
    - ~~Retail Sales Consultant~~
    - ~~Sales Specialist~~
    - ~~Sales Support Representative~~
    - ~~Telesales Representative~~
    - **Clerk**
    - **Clerk (WFH)**
    - **Video Solutions Specialist**
    - **Video Solutions Specialist (WFH)**
    - **Work Force Administrator**
    - **Work Force Administrator (WFH)**
  - B. The surplus condition is a result of a ~~retail store or~~ call center closure. Or, the employee is in a title which the Company has determined it will eliminate or vacate.
  - C. Employee is meeting expectations on his/her current job and must

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be qualified for the job offer, as determined by management.

- D. Within fifteen (15) days of the date of the title elimination, title vacation, or surplus notification, or by such later date as is determined by Management, advises the Company of his/her election to invoke the ESC.
3. The job offer shall be made to those qualified employees, that are in an eliminated or vacated title or considered surplus, as defined in Article 14, Force Adjustment, by order of seniority beginning on the sixteenth (16<sup>th</sup>) day after the title elimination, title vacation, or surplus notification or by such later date as is determined by Management. The Company will make a job offer for positions as outlined below:
    - A. The job offer may be any **DIRECTVMobility** labor agreement position within the continental United States.
    - B. An employee to whom a job offer has been made has one (1) working day to accept the job offer after which it will be considered rejected.
    - C. If the move entails a transfer into another **DIRECTVMobility** bargaining unit, the employee will be treated the same as employees who currently transfer between **DIRECTVMobility** labor agreements.
    - D. If management determines testing is required to become qualified for the job offer, an employee's refusal to test or failure to qualify on any call center ~~or retail sales~~ test will be considered a rejection of the job offer and the employee will continue under the terms of Article 14, Force Adjustment. However, if an employee fails a test, the re-test waiting interval will be waived one (1) time provided the employee notifies the Company of the employee's decision to re-test within two (2) business days of the employee being notified of test failure.
    - E. Rejection of a job offer shall be considered an election by the employee to continue under the terms of Article 14, Force Adjustment.
    - F. If a job offer is not made within six (6) months from the date the employee is notified of the surplus, the employee will continue under the terms of Article 14, Force Adjustment.
    - G. The Company will first endeavor to provide a job offer to an open position as close as possible to an employee's current work location, **or to a Work From Home position in the same title,**

or in the event there is no current opening, to another position as determined by management.

4. The title elimination, title vacation, and force surplus conditions contemplated and dealt with in this ESC are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right in its sole discretion, however, to suspend or cancel at any time the application of this ESC when a **DIRECTVMobility** labor agreement ~~retail store or~~ call center location is closed because of any significant change or extraordinary fluctuation in economic or business conditions.
5. In the event of any conflict between the provisions of this ESC and the provisions of Article 13, Work Assignments or Article 14, Force Adjustment, of the ~~2022~~2017 Regional Labor Agreement ~~or the National Transfer Plan Letter~~, the provisions of this ESC shall control.

All provisions of this ESC shall be subject to the grievance procedures set forth in Article 7, Grievance Procedure, of the ~~2022~~2017 Regional Labor Agreement, and any grievance shall initially be filed at the final step of the grievance process. Paragraph 2c and Paragraph 3, in its entirety, of this ESC shall not be subject to arbitration. All remaining provisions of this ESC shall be subject to the arbitration procedures set forth in Article 9, Arbitration, of the ~~2022~~2017 Regional Labor Agreement.

FOR THE UNION:

FOR THE COMPANY:

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Pat Telesco  
Area Director, District 1  
  
Communications Workers of America

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Brian Cattaneo  
**Senior Director, Lead** Labor  
Relations ~~Manager~~  
**DIRECTVAT&T**

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

AT&T has arranged with CVS Caremark to designate all CVS pharmacies as a part of the Caremark mail order fulfillment process. Essentially, this will permit **DIRECTVAT&T** employees to pick up 90 day prescriptions for maintenance drugs at CVS retail pharmacies and receive the lower mail order rates. This applies even after the prescription has been filled the allowed number of times at a retail pharmacy.

This arrangement is available at CVS branded pharmacies only. It will not be available at other pharmacies in the Caremark network.

If the union does not object, **DIRECTVAT&T** will continue to have this arrangement available to bargained **DIRECTVAT&T** employees represented by **Mobility** CWA **employees** in the U.S. This arrangement is solely at **DIRECTV'sAT&T's** discretion and can be terminated or modified at any point during the term of the contract.

Sincerely,

Brian Cattaneo  
**Senior Director**, ~~Lead~~ Labor Relations ~~Manager~~  
**DIRECTVAT&T**

February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
CWA Area Director  
193 State Street 2<sup>nd</sup> Floor  
North Haven, CT 06473

Dear Ms. Telesco:

The Company's bargained for employees represented by Districts 1, 2-13, 4, 7, and 9 shall continue to be eligible to participate in the AT&T Your Health Matters (YHM) program as provided below.

The YHM includes Disease Management and Wellness programs as well as access to an online portal with a variety of tools and resources. Below are examples of the benefits and services that are available to eligible bargained Employees under Your Health Matters:

- Wellness Programs
  - Medical Decision Support,
  - Coaching topics, including but not limited to the following: weight management, exercise, stress management, tobacco cessation, healthy eating, appointment adherence, depression prevention, medication adherence, and self-management.
  
- Disease Management
  - Asthma
  - Heart Failure
  - Coronary Artery Disease
  - Diabetes
  - Chronic Obstructive Pulmonary Disease
  
- Healthcare Price Transparency Tool
  - Quality ratings and estimated costs for healthcare providers, physicians, and specialists
  - Reviews for nearby doctors, facilities, and services
  
- Health Assessment and Portal

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Disease Management programs and Healthcare Price Transparency Tool are only available to employees who enroll in an AT&T self-insured medical program option. Employees who enroll in a fully-insured medical coverage option such as an HMO or waive medical coverage (opt-out) will have access to the YHM portal, the Health Assessment and Challenges.

The Company retains the unilateral right to change, modify, amend or discontinue the YHM.

This letter will expire in conjunction with the ~~2022~~2017 Collective Bargaining Agreement for bargained employees in ~~CWA~~ Mobility Districts 1, 2-13, 4, 7, and 9.

Sincerely,

Brian Cattaneo

**Senior Director, ~~Lead~~ Labor Relations ~~Manager~~**  
**DIRECTVAT&T**

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February 12, ~~2022~~2017

Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473

Dear Ms. Telesco:

The Company and the Union agree that it is critical for the Company to provide exceptional customer service in today's increasingly competitive wireless industry. The parties acknowledge that having employees who meet or exceed the Company's performance expectations enables the Company to provide a high quality of customer service. The continual development of employees' skills and, employees' commitment to their own performance, best equips them to satisfy performance expectations.

When performance issues are identified, management will continue to address them according to the Company's applicable performance management and progressive discipline processes. Employees failing to meet performance expectations will first be coached when they are not currently on a step of progressive discipline for performance and the performance issue is a first offense.

When conduct deficiencies are identified that reveal misconduct, such things as COBC violations, sales fraud, customer abuse/treatment violations, CPNI violations, call handling/customer validation violations, etc., they will continue to result in discipline up to and including termination.

Sincerely,  
Brian Cattaneo  
~~Lead~~ Senior Director, Labor Relations Manager  
DIRECTVAT&T

MEMORANDUM OF AGREEMENT  
REGARDING VOLUNTARY RECOGNITION  
**February ~~12~~<sup>12</sup>, 2022~~2017~~ to February ~~13~~<sup>12</sup>, 2026~~2021~~**

This Agreement between **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~ (collectively referred to as the "Company") on behalf of itself and its affiliates and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9 of the Communications Workers of America ("Union" or "CWA") pertains to those domestic wireless markets operated by the Company. Whereas the Company wishes to minimize disruption to the orderly conduct of the Company's day-to-day business, it agrees to a voluntary recognition process pursuant to the terms of this Agreement.

1. Applicability Clause

(a). The Company's voluntary recognition of the Union provided for by this Agreement shall be applicable to non-management employees of the Company whose classifications and actual work performed place them within the jurisdiction of the existing collective bargaining agreements between the parties as part of such Agreements' appropriate bargaining units, except as to those employees who are excluded therein and in this Agreement.

(b). As used herein, "the Company" means the domestic wireless services business operation of **DIRECTV Customer Services, LLC** ~~AT&T Mobility Services LLC and AT&T Customer Services, Inc.~~ and does not include joint ventures, or new lines of business which the Company may enter into outside of its wireless telephone services operations.

(c). As used herein, "non-management" means employees who normally perform work in non-management job titles, as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts.

(d). The provisions of Subparagraph (a) herein, to the contrary notwithstanding, the parties further agree that any proposed bargaining unit shall exclude, but not by way of limitation, all outside sales employees where such employees are excluded in any particular labor agreement, and shall exclude, as well, professional, confidential, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

2. Voluntary Recognition Procedure

(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in an appropriate bargaining unit in each applicable State which it seeks to represent. This list of employees will include the work location, job title,



and home address (including the employee's home telephone number where available).

(b). The Voluntary Recognition Procedure shall be subject to the following:

1. The Union will request an Employee List from Company HQ Labor Relations.
2. The list will be supplied electronically within 10 calendar days where possible after request to the person identified by the union.
3. This list will be run based on the latest standardized employee report.
4. Only two lists will be supplied per 12 month period for the applicable unit as described in 2(c) below.
5. Only those cards dated within 60 days after the first signed card will be used by AAA to determine if the Union attained majority status (50% plus one) for voluntary recognition.
6. AAA will use the list of employees in the unit provided by the Company, reflecting unit employees as of the date of the first card filed with AAA, to determine if the union has attained majority status.

(c). The appropriate units for bargaining shall be consistent with the units established by the parties' bargaining history, pursuant to which they shall continue to be separated into the following units within each individual State and each unit including the job titles determined appropriate by the Company:

- Call Centers
- Inside Sales
- Outside Sales when such units are included in the particular labor agreement
- Network
- Information Technology

(d). The Union will give twenty-one (21) days' notice for access to Company locations. Access will be limited to a single sixty (60) day period during any twelve month period for each unit agreed upon or determined as provided herein.

(e). If either the Company or the Union believes that the established unit(s) for recognition as defined to above, is no longer appropriate due to organizational changes, the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit.

(f). In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, but not to exceed ninety (90) days, upon the redefinition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration. The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews of such Board decisions. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent arbitrator to hear

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disputes with respect to this sub-paragraph shall be Tom Angelo and the alternative arbitrator will be Richard Bloch. If either of these arbitrators cannot serve, the parties shall select an arbitrator from a list or lists of prospective arbitrators provided by the AAA.

(g). The Company agrees that the CWA shall be recognized as the exclusive bargaining agent for any bargaining unit(s) established under this Agreement not later than ten (10) days after receipt by the Company or written notice from the American Arbitration Association ("AAA") that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).

(h). As soon as practicable after the aforesaid recognition, the Parties agree that the newly recognized unit(s) shall be included within the existing and appropriate Labor Agreement between the Union and the Company with respect to wages, hours, and other terms and conditions of employment.

### 3. Neutrality

(a). The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.

(b). For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representation as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorization from employees as provided for in paragraph 2, above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, any affiliate of the Company, its parent Company, or any of their officers, agents, directors or employees.

(c). This Agreement supersedes and terminates any and all other agreements, Memorandums of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and each of its respective Districts and the Company.

4. Valid Authorization Cards. For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

### 5. Recognition For New Entities

(a). After the execution of this Agreement, should the Company acquire additional wireless markets, operations, or employees in or for which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to such after-acquired market, operation, or employees only after the Company has been operating the market or operation or has employed the employees for a period of time to and including for a period of 180 days. This provision shall not preclude employees hired to work in wireless markets or operations that existed prior to the execution of this Agreement from being included in such market's or operation's bargaining unit, if any, and covered by the collective bargaining agreement relating to that bargaining unit.

(b). If management determines that at least fifty percent (50%) plus one of the employees employed within an appropriate unit for bargaining by a new entity in a market who were immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize the Union as the duly constituted exclusive bargaining representative of such bargaining unit employees, and extend the then current collective bargaining agreement in the jurisdiction of which the unit is located and the Union agrees to acknowledge and accept such Agreement as the Labor Agreement for such unit.

(c). Except as specified in paragraph 8. below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 5.

6. Regulatory and Legislative Support. The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the Company's efforts to remain competitive in, and /or gain entry to, all **video services telecommunications** and related markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

7. Dispute Resolution. Except as to disputes referenced in paragraph 2. of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting, and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 2. above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the

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parties agree that prior to seeking such relief provided by law, the parties will meet and confer as set for the above.

8. Waiver of Certain Other Claims.

(a) The Union promises and agrees that in connection with any other legal or administrative proceeding or charge arising subsequent to the effective date of this Agreement between the Union and the Company or any Company affiliate, including but not limited to any proceeding before the National Labor Relations Board or its delegate, the Union hereby waives any claim, allegation or argument, and agrees to refrain from presenting this agreement as evidence in support of any claim, allegation or argument, that the Company, and/or any of its current or future affiliates, subsidiaries, and/or their divisions, units, agents, or corporate shareholders are or have been a single employer, joint employers, accretions or alter-egos with respect to each or any of them, to the extent that any such claim, allegation or argument is based upon:

- (1.) Any change on or after the date of this Agreement in the administration and/or control of labor relations by the Company, its affiliates, parent company; or
- (2.) Any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee-initiated transfers between or among different subsidiaries or bargaining units; provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any pre-existing collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers; or
- (3.) Any change in scope or content of sales activity with or on behalf of those entities set forth in paragraph (a) herein.

(b). The Company agrees that the procedures contained in this Agreement are the exclusive procedures for demonstrating majority status, and the Company waives the right to an NLRB election in organizing efforts covered by this agreement.

(c). The provisions of this paragraph 8. shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

9. Severability. Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

10. Duration. This Agreement shall be effective as of the dates on the signature lines below and shall run concurrent with the ~~2022~~2017 Labor Agreement between

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the Company and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9.

\_\_\_\_\_ Date \_\_\_\_\_  
Patricia Telesco  
Area Director  
  
Communications Workers of America

\_\_\_\_\_ Date \_\_\_\_\_  
Brian Cattaneo  
**Senior Director, Lead** Labor Relations  
~~Manager~~  
**DIRECTV**~~AT&T~~

ATTACHMENT 1 TO  
MEMORANDUM OF AGREEMENT REGARDING  
NEUTRALITY AND CARD CHECK RECOGNITION

UNION REPRESENTATION AUTHORIZATION  
Communications Workers of America, AFL-CIO

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the Communications Workers of America (CWA) AFL-CIO and declare that this union shall be my representative in collective bargaining over wages, hours and all other terms and conditions of employment.

I understand that if the CWA presents cards for recognition signed by at least 50% plus one of the employees eligible to be in the bargaining unit, **DIRECTVAT&T Mobility** will recognize CWA as the bargaining representative of employees in the appropriate bargaining unit without a representation election being conducted by the National Labor Relations Board and that **DIRECTVAT&T Mobility** would bargain with CWA concerning the terms and conditions of my employment or apply the collective bargaining agreement which may already cover the bargaining unit in which I am employed.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

PHONE# (h) \_\_\_\_\_ Cell Phone: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**August 27, 2022**

**Ms. Patricia M. Telesco  
Area Director  
193 State Street  
2nd Floor  
North Haven, CT 06473**

**Dear Ms. Telesco:**

**In accordance with Article 21.5, bargained for employees covered under the DIRECTV Care Labor Agreement will receive excused paid time off in the event of a death in an employee's immediate family. If there is a suspicion of inaccurate reporting of a death in an employee's immediate family, the Company has the right to request proof of death.**

**Sincerely,**

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