



**2024**

**Field Services West  
Labor Agreement**

Communications Workers of America



and

DIRECTV, LLC

Effective April 7, 2024 through April 1, 2028

**2024 FIELD SERVICES WEST LABOR AGREEMENT  
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## PREAMBLE

Pursuant to the terms agreed to in this Agreement executed on **April 9, 2024**, DIRECTV, LLC, (the "Company") and the COMMUNICATIONS WORKERS OF AMERICA (the "Union") agree and covenant that, **effective April 7, 2024, the following terms and conditions shall apply:**

## ARTICLE 1

### RECOGNITION

**Section 1.01** The Company recognizes the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendix A for the collective bargaining units described in **this** Agreement.

**Section 1.02** Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

The Union certifies that a majority of non-supervisory employees in the bargaining unit have designated the Union as the exclusive bargaining agent and have empowered the authorized representatives of the Union to bargain collectively and to enter into and execute agreements with the Company with respect to rates of pay, wages, hours of employment and other conditions of employment.

All non-supervisory employees in the organizations and having the job titles specified in Appendix A are represented by the Communications Workers of America (CWA) with the following exceptions:

- Employees represented by other Unions.
- Non-represented employees whose non-represented status exists at the effective date of this Contract.

**Section 1.03** Additions to, or changes in, recognition as described in **this** Agreement may be made by mutual agreement.

**Section 1.04** The Company recognizes the Union or its authorized representatives as having sole power to execute agreements with the Company in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in **this** Agreement.

**Section 1.05** The Company will furnish a copy of the Contract **electronically** to all employees.

## ARTICLE 2

### FORCE ALLOCATION

The following force allocation provisions will be in effect:

#### Section 2.01 TRANSFERS

The Company may in its discretion hire employees off the street or from outside to fill vacancies. However, if the Company determines that a vacancy is to be filled from within **the bargaining unit** it will post a notice of the vacancy. Employees with at least twenty-four (24) months of time in title, unless waived by the Company, and who have satisfactory attendance and work performance may apply for the vacancy.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. **Temporary and Term employees and new hires may be considered concurrently for regular positions. Temporary and Term employees who apply for regular positions must comply with all the standard practices and procedures required by the Company and meet all requirements for the job.** The Company will consider an employee's qualifications and where, in the judgment of the Company are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

#### Section 2.02 SENIORITY

Seniority as used in this **Agreement** shall mean Net Credited Service (NCS) with the Company as determined by the Pension Plan Administrator.

If more than one (1) employee has the same Seniority date, the employee whose last four (4) Social Security Number digits comprise the larger number will be treated as if he/she were more senior. If two (2) employees with the same NCS date, also have the same last four (4) Social Security Number digits, revert to the middle two (2) digits of the Social Security Number to determine the most senior employee, with the higher number treated as most senior.

#### Section 2.03 RELOCATION OF WORK

When work is to be relocated, the Company may if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who elect to follow their work to the new location will be considered as employee-initiated transfers.

## ARTICLE 3

### COMPANY-UNION RELATIONS

#### Section 3.01

- A. The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To **ensure** that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Contract. Each party shall bring to the attention of all employees in the units covered by this Contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.
- B. **Company and Union representatives, including first level managers and union stewards, have the day-to-day responsibility to deal reasonably and in good faith to continue the tradition of responsible relations between the Company and the Union. It is the intent of both parties to deal with one another at all levels in a sincere, honest, and businesslike manner.**

#### Section 3.02 MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES

- A. An Officer of the Communications Workers of America National Union shall furnish currently to the Company written lists of its duly authorized bargaining representatives and other persons authorized to represent the Union. The Company shall likewise notify the Union of its authorized bargaining representatives. The Secretary or Secretary-Treasurer of each Local shall furnish currently to the Company written lists of its representatives authorized to present and process grievances, subject to the approval of the Union.
- B. Except as provided in Section 3.04A, Paragraph B4 of this Section and in Section 3.02C, authorized representatives of the Union who are employees covered by this Contract, and aggrieved employees who also are covered by this Contract, shall suffer no loss of pay at straight-time when attending meetings with the Company's representatives when such meetings pertain to matters relating to employees employed by the Company or its affiliates who are represented by the Communications Workers of America, subject to the following conditions:
  - 1. Pay shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) such meeting pertains to matters relating to employees of the Company represented by the Communications Workers of America.

2. The time paid for shall be limited to actual meeting time, plus necessary time, if any, spent during scheduled straight-time working hours in traveling between the employee's point of work and the Union-Management meeting where both locations are within the same city. When both locations are not within the same city, paid travel time shall not exceed two (2) hours in each direction. For the purposes of this Paragraph the cities of Los Angeles and San Diego shall be deemed to include their respective extended areas.
3. Paid time spent attending Union-Management meetings for purposes other than negotiating a written contract, and paid time spent by authorized Local representatives in attending grievance meetings, shall be considered as time worked.

Such time spent in attending Union-Management meetings, as referred to in this Paragraph, shall be considered as excused time off for Union activities for the purposes of Article 3, Section 3.03.

4. The Company reserves the right to limit the number of employees who shall be paid while attending Union-Management meetings. The number of employees so paid at grievance meetings is specified in Article 7, Problem Resolution Procedures.
- C. When a Union-Management meeting ends a reasonable time prior to the completion of scheduled working hours, an employee who would be working if not attending such meeting, shall return to work.
- D. For meetings other than those specified in Section 3.04A or in Article 7, up to two (2) authorized representatives from each Union Local who are employees covered by this Contract, and who are required, in the judgment of the Company, to stay overnight may, with prior management approval, receive reimbursement for reasonable travel and lodging expenses actually incurred in association with attending meetings with the Company's representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:
1. Reimbursement shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) no expense payment other than that provided for in 3.02F is granted to the employee.
  2. If a meeting with the Company's representatives is held on the employee's non-scheduled day during a normal workweek, the expense reimbursement specified in Section 3.02D will be granted even though conditions 2 and 3 in Section 3.02D1 are not met.
  3. Union Local Presidents, who are employees covered by this Contract, and who are on unpaid Union activity time, are eligible to receive the payment specified in this Section 3.02D even though conditions 2 and 3 in Section 3.02D1 are not met.
  4. Mileage will be reimbursed in accordance with Article 5, Section 5.05C4.



- E. For meetings other than those specified in Section 3.04A or in Article 7, up to two (2) authorized representatives from each Union Local who are employees covered by this Contract, and who, in the judgment of the Company, are not required to stay overnight may, with prior management approval, receive actual expense reimbursement for travel when such travel expense is incurred in association with attending meetings with the Company's representatives when such meetings pertain to matters relating to employees represented by the Communications Workers of America, subject to the following conditions:
1. Reimbursement shall be allowed only if (1) the employee has been excused from duty in advance by the employee's supervisor to attend the meeting, (2) such meeting is held during said employee's scheduled straight-time working hours, (3) said employee would have worked had the employee not attended such meeting and (4) no other expense payment is granted to the employee.
  2. If a meeting with the Company's representatives is held on the employee's non-scheduled day during a normal workweek, the expense reimbursement specified in Section 3.02E will be granted even though conditions 2 and 3 in Section 3.02E1 are not met.
  3. Union Local Presidents, who are employees covered by this Contract, and who are on unpaid Union activity time, are eligible to receive the payment specified in this Section 3.02E even though conditions 2 and 3 in Section 3.02E1 are not met.
  4. Mileage will be reimbursed in accordance with Article 5, Section 5.05C4.
- F. Union representatives who are eligible to receive reimbursement as specified in Section 3.02D may receive a per diem of forty-two dollars (\$42.00) per day when meals are not provided by the Company.

### **Section 3.03 TIME OFF FOR UNION ACTIVITIES**

#### **A. GENERAL**

1. To the extent that the Company determines that the requirements of the service permit, an employee who is an authorized representative of the Union and who is covered by this Contract will be given an excused absence without pay, or a leave of absence without pay, subject to the conditions stated hereafter. Such time off will generally not be granted in cases where an overtime or premium rate would have to be paid to the employee or employees replacing the Union representatives. As used in this Article the terms "excused absence" and "leave of absence" are defined as follows:
  - EXCUSED ABSENCE - An unpaid absence not exceeding thirty (30) consecutive calendar days.
  - LEAVE OF ABSENCE - An unpaid absence of over thirty (30) consecutive calendar days covered by a written leave of absence.

2. The period of excused absence shall be used solely for the purpose of enabling authorized representatives of the Union to carry on activities of the Union directly concerning its relations with the Company in connection with employees of the Company covered by this Contract, except that the period of absence may be used to attend, for short periods of time, national or regional conventions or meetings of the Union.
3. The period of leave of absence shall be used for the purpose of enabling authorized representatives of the Union to carry on activities of the Union concerning its relations with the Company in connection with employees of the Company represented by the Union, within the States or portions of States served by the Company, except that,
  - a. the period of absence may be used to attend national or regional conventions or meetings of the Union, and
  - b. the period of absence may be used by not more than **five (5)** employees at any one time in serving as officers or representatives of the Union outside the territory described in 3 above, and
  - c. the period of absence may be used by not more than **five (5)** employees at any one time to carry on activities of the Union concerning employees of other telephone companies represented by the Union or not represented by any Union, within the States or portions of States served by the Companies.
4. A maximum of **five (5)** authorized representatives of the Union at any one time may use periods of excused time off or leave of absence for such other activities as may be agreed to by the Company.
5. Requests for leaves of absence for Union activities shall be made in writing by the appropriate Officer of the National Union directing District 9 of the Union or the Union's authorized representative, specifying the reasons for such leaves.
6. It is agreed that the Company **has** the right to terminate a leave of absence at any time if it is used for purposes other than those specified in the written application.
7. Requests for excused absence shall be made by the Union representatives authorized for such purpose in writing to the appropriate Labor Relations **representative**, by the appropriate Officer of the National Union directing District 9 of the Union. Such requests may also be made by any of the three (3) principal Officers of a Local. The Secretary or Secretary-Treasurer of each Local shall furnish a list of such Local Officers to the appropriate Labor Relations **representative** and shall furnish amendments to such lists as changes are made.
8. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible, ordinarily not less than forty-eight (48) hours in advance of the time the employee is to be off on excused absence and ordinarily not less than two (2) weeks in advance of the start of a leave of absence or renewal of same; the Company shall act promptly on each request.
9. No payment shall be made to an authorized Union representative for time spent in meetings with the Company's representatives while the Union representative is on an excused absence or leave of absence.

10. No employee shall take time off for Union activities unless excused in advance by supervision.

**B. EXCUSED ABSENCES**

1. The total of all excused absences granted to an authorized Union representative in each calendar year shall not exceed one hundred twenty (120) scheduled working days, or the equivalent thereof, in full days and/or fractional days. However, not more than **five (5)** authorized representatives of the Union may be granted excused absences.
2. A single period of excused absence shall not exceed thirty (30) consecutive calendar days.
3. Meeting with the Company's representatives during a period of excused absence shall not be considered as breaking a continuous period of absence.
4. Excused absences under this Section will be considered as time-worked for purposes of FMLA eligibility.

NOTE: The provisions of this Section 3.03B will not apply to an employee who accepts a Staff position with the Communications Workers of America (CWA).

**C. LEAVES OF ABSENCE**

1. A leave of absence will be required:
  - a. If a continuous period of absence for Union activity exceeds thirty (30) consecutive calendar days.
  - b. If an employee who is an authorized representative of the Union is to have time off for Union activities in excess of **one hundred twenty (120)** scheduled working days computed as specified in Section 3.03B.
  - c. If an employee, who is an authorized representative of the Union, accepts a Staff position with the Communications Workers of America.
2. If a leave of absence is granted because an employee's excused absences have exceeded one hundred twenty (120) days computed as specified in Section 3.03B, the leave of absence shall be for a period beginning with the first scheduled working day after the last day worked and shall be for a period of not less than thirty-one (31) days.
3. If the leave of absence is granted because an employee accepts a Staff position with the CWA, other than for a short-term temporary backfill, the leave of absence will be for a period beginning with the first scheduled working day after the effective date of the CWA employment and will not be for a period of less than thirty-one (31) calendar days. The employee must remain on the leave of absence until one of the following occurs:

- a. The employee's Staff position with the CWA is concluded and the employee notifies the Company, in accordance with Section 3.03D, of his/her intent to return to work within the time allowed under Section 3.03C7 of this agreement.
  - b. The employee would exceed the Union Leave of Absence time allowed under Section 3.03C7 of this agreement, at which time the employee would notify the Company, in accordance with 3.03D, of his/her intent to return to work or terminate his/her employment with the Company.
4. The general rules of the Company governing leaves of absence for personal reasons shall apply except as changed herein.
  5. At no time shall more than **five (5)** employees be on leave of absence under this Article.
  6. A leave of absence for Union activities or an extension of such a leave shall be for a period of not more than one (1) year each.
  7. The total cumulative period of leave-of-absence for Union business shall not exceed twenty-one (21) years, all of which shall be counted as service credit in terms of employment. The payment of premiums for continuation of standard fringe benefits during a leave of absence for Union business shall be as follows:

Medical/Dental/Vision..... Company pays

Group Insurance... .. Company pays

**Supplemental Group Life Insurance may also be purchased at the employee's own expense.**

**Dependent Group Life Insurance may also be purchased at their own expense.**

8. In computing an employee's net credited service for all purposes except wage progression, full credit shall be allowed for periods of leaves of absence for Union activities not exceeding twenty-one (21) years in the aggregate during the employee's total service life. No credit for any purpose shall be allowed for such leaves in excess of twenty-one (21) years, nor shall credit be allowed for wage progression purposes for any period covered by leaves of absence granted pursuant to Section 3.03.
9. When the period of a leave of absence for Union activities is to be included in computing an employee's net credited service, the employee shall retain eligibility, if any, according to term of service, to:
  - a. Death Benefits, and
  - b. Short-Term Disability Benefits.

In determining such employee's eligibility to sickness disability benefits, the first day following termination of the leave of absence shall be considered as the first day of absence because of sickness.

10. A leave of absence granted under this Article shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union or if the employee ceases to function as an authorized representative of the Union.

**D. REINSTATEMENT OF EMPLOYEE UPON RETURN FROM ABSENCE**

1. Authorized Union representatives upon return from excused absences or leaves of absence shall be reinstated at work generally similar to that which they were engaged last prior to their absence.
2. Employees shall be placed on the payroll at the rate then in effect for their assignment and for the period of service which was credited to them for wage purposes at the start of their absence.
3. After receipt of notice from an employee to the Company stating the desire to terminate an excused absence or leave of absence prior to the specified termination date, the leave will be terminated upon the employee's return to work as instructed by the Company. However, a leave shall be terminated at the request of the employee prior to its stated expiration date as provided in this paragraph only in case the employee is able on the day of return to perform, on a full-time basis, the duties required of such an employee.

**Section 3.04 COLLECTIVE BARGAINING MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES**

- A. The Company will compensate up to **three (3)** authorized representatives of the Union, who are active employees covered by this Contract, for attending meetings with Management for the purpose of negotiating a written Contract. This compensation will be at the employee's basic straight time wage rate for scheduled workdays only and will not include any differential payments. The total days paid by the Company for each employee will not exceed **twenty-five (25)**. The expenses of all Union representatives will be borne by the Union. Time spent in attending meetings with Management under this Section will not be considered time worked, except for the purpose of FMLA eligibility.

**Section 3.05 UNION ACTIVITIES ON THE COMPANY'S PREMISES**

- A. Authorized representatives of the Union may be granted access to the Company's premises where employees covered by this Contract are located upon application to the appropriate Company supervisor at the location in question, subject to the Company's practices and the requirements of government regulations.
- B. The Union or its members shall not carry on any type of Union activities on the Company's premises, except as provided in Section 3.05C, unless advance approval has been given by appropriate Company supervision for such activities. The Company reserves the right to curtail or prohibit any Union activity on any premises of the Company when, in their judgment, such activity is not in accordance with the approval granted by appropriate Company supervision as provided in this Section 3.05B.
- C. Union activities involving the solicitation of members on the Company's premises shall be carried on only in accordance with the following:

1. Union representatives may solicit members among employees of the Company in the areas now represented by this Union.
  2. Such solicitation shall only be made during periods when neither the Union members nor the employees being solicited are on Company time, excluding paid rest and meal periods.
  3. Such solicitation shall not be carried on in space where the Company's operations or administrative work is being performed.
  4. Such solicitation shall be limited to small groups of employees (not to exceed four (4)).
  5. Such solicitation shall not interfere with the operations of the Company or the use of the space for the purposes for which the space is intended.
- D. Authorized representatives of the Union may attend Union-Management meetings for the purposes of collective bargaining and discussing grievances presented to the Union by employees covered by this Contract when such meetings have been suitably arranged for in advance.

### **Section 3.06 BULLETIN BOARDS**

- A. Upon written request from the Union, the Company agrees to install or to move bulletin boards for the exclusive use of the Union. Bulletin boards and their designations shall be provided by the Union and shall be in accordance with the Company's specifications. The size of the bulletin boards shall be approximately 18" x 36", 24" x 36" or 12" x 24" in dimensions. The number and location of bulletin boards shall be determined jointly by the Company and the Union with due regard to visibility and accessibility to employees for whom the Union is the recognized representative. Each bulletin board shall be designated specifically as follows:

UNION BULLETIN BOARD  
Local (Number), Communications Workers of America

Letters in such designation shall not be over 1-1/2" high. The overall size of the designation shall not extend beyond the bulletin board itself, or be more than 24" long by 2" high, and shall be in a horizontal position within 3" of the top of the bulletin board.

- B. Unless otherwise agreed upon in advance by the Company, the Union agrees not to post or distribute Union material any place on the Company's premises other than on Union bulletin boards. Unless otherwise agreed upon in advance by the Company, the Union also agrees that Union bulletin boards shall be used solely for notices and announcements concerning Union meetings, elections, appointments to office, social, educational, or recreational affairs and agreements concluded between the Union and the Company. Posted notices and announcements shall be appropriately identified as Union material intended for posting and shall ordinarily bear the signature of an authorized representative of the Union. Should the Union desire to post subject matter other than the material specified above, it shall obtain advance approval from the Company before such subject matter is posted.

- C. Material posted shall not contain anything controversial or anything derogatory to the Company or any of their employees. The Union assumes responsibility for complete compliance with the provisions herein contained. Should the Union post material which, in the judgment of the Company, is at variance with the spirit and intent of this Section, such material shall be immediately removed by the Union upon notification by the Company.
- D. If the Union violates any provision of Section 3.06B or Section 3.06C, the Company, after giving due notice of such violation, may deny the right of the Union to use any or all bulletin boards on the Company's premises, and may remove any or all such bulletin boards.

### **Section 3.07 UNION SECURITY**

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Contract, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Contract shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit, except an Occasional employee.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- C. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one month duration.
- D. The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.
- E. This Section shall apply only in the State of California on the effective date of this Contract. If during the term of this Contract the Union shall become duly authorized under the laws of the State of Nevada to enter into this type of union security agreement, the effective date of this Section as to employees in Nevada shall be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in Nevada. Upon proper written notification that the Union is qualified to enter into a union security agreement, this entire Section will become applicable to employees in Nevada.

## Section 3.08

## PAYROLL DEDUCTION OF UNION DUES

- A.** The Company agrees that, upon **electronic** receipt of an individual written request on a form approved by the Company and signed by an employee covered by this Contract, they will deduct monthly from such employee's wages the amount of Union dues specified in such request and forward the full amount thus deducted to the Secretary-Treasurer of the Union or the Union's authorized agent as directed.
- 1.** For all employees of the Company in California, the request may be revoked at any time upon the employee's written request to the Company and such request should be **sent electronically** to the Labor Relations **representative**, as appropriate. For employees of the Company in Nevada, cancellation of payroll deduction authorizations will be made as specified in Section 3.08E.
  - 2.** In general, dues deductions will be made in a designated pay-period in the current month for properly executed dues deduction authorizations received **electronically by the Company** on or before the fifth day of the preceding month. However, the Company assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as they deem appropriate in correcting any such errors or omissions.
- B.** Authorizations for dues deductions shall be "open-ended" to provide for the deduction of dues in an amount which is certified to the Company in writing by the Secretary-Treasurer of the Union as being the regular monthly membership dues of the particular Local involved. The form of such individual authorization card shall be as approved by the Company.
- C.** The written certification changing the amount of dues to be deducted must be delivered **electronically** to the Labor Relations **representative** on or before the fifth **workday** of the month preceding the month in which the first deduction at the new rate is to be made effective, together with a list of the work locations and Union Local affected by the change.
- D.** The Company agrees to furnish the Union at the time of remitting the dues deducted, a list of the names of those employees represented by the Union and the amount of dues deducted. The content and form of other employee information to be furnished to the Union shall be such as agreed upon by the parties from time to time.
- E.** The following Section applies only to employees in Nevada. Authorizations for dues deductions executed pursuant to Article 3.08A after August 6, 1989 shall specify that dues deductions may be revoked only within the fourteen (14) day period immediately prior to each anniversary of the current Collective Bargaining Agreement or during the fourteen (14) calendar days prior to the termination date of the Collective Bargaining Agreement.

Cancellations by employees of such written payroll deduction authorizations must be in writing and such cancellation requests must be sent individually **and electronically** to the Labor Relations **representative** received during the fourteen (14) day period described in 3.08E. After receipt of such cancellation the Company will discontinue the payroll deduction in the month following that in which the cancellation is received and will notify the Union of the action taken.

- F.** Cancellation of dues deduction authorizations will be made by the Company on the permanent transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and the Company will notify the Union of such cancellation.



- G.** It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues, assessments and contributions on the Company's premises where work operations are being performed and while Union representatives and/or the employees involved are on Company time.
- H.** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the provisions of this Article, or in reliance on any dues deduction card furnished under the provisions of this Article or on any certification by the Union.

**Section 3.09                    COMMITTEE ON POLITICAL EDUCATION (COPE)**

- A.** The Company and the Union agree to continue 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 sponsored by the Union. The terms of the agreement are:
  - 1.** Eligibility to participate in contributions to CWA-COPE through the payroll deduction program, established in accordance with this Agreement, is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws.
  - 2.** 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.
  - 3.** Representatives of the Union may solicit participation of employees who are Union members on Company premises, but such solicitation shall not occur during working hours, with the exception of breaks and lunches, nor in work areas. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the workplace.
  - 4.** Employees wishing to participate must complete payroll deduction authorization cards available from a Union representative. The Union, at its own expense, will supply authorization cards to employees who are eligible to participate. When completed by the employee, the authorization card will be forwarded by the Union electronically to the Company.
  - 5.** Employee deductions shall be in the minimum amount of one dollar (\$1.00), or fifty-cent (\$.50) increments thereof, per month. Deductions from employees' pay shall be made on the first and second pay period of each month.
  - 6.** 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, on computer tapes, a list of contributors through payroll deductions showing the contributor's name and amount contributed.
  - 7.** Any employee's payroll deduction shall cease 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.
  - d. Electronic receipt by the Company of written notice to cancel contributions to CWA-COPE signed by the employee.
  - e. Electronic receipt by the Company of written notice from the Union that an employee is no longer eligible to participate.
  - f. Leave of absence of a participating employee.
8. Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits. No deductions will be made for employees receiving payments under the Long-Term Disability (LTD) Plan.
  9. Deductions will begin or change in the first pay period ending in the month following receipt of the authorization. Authorization cards are to be forwarded electronically to the Company by the 20th calendar day of a month in order for them to be effective in the month following receipt.
  10. For any pay period in which the employee's pay (including sickness or accident disability payments) is not sufficient to permit the deduction for CWA-COPE (which shall be placed next to last in priority for all other authorized deductions) no makeup will be made in any subsequent pay period.
  11. The employee's paycheck will carry indication of the PAC deduction.
  12. This agreement is subject to applicable federal, state and local laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.
  13. The parties agree that 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-COPE. Union agrees to indemnify Company and hold it harmless from all claims or damages of any kind which may arise in connection with the program covered by this agreement. All deduction inquiries will be resolved between employees and Union representatives.
  14. The terms of this agreement outlined above are stated herewith for the sole purpose of establishing a Political Action Committee payroll deduction program. The terms of this agreement do not necessarily apply to future payroll deduction agreements between Union and Company.

The union will be responsible for filing required governmental and/or regulatory reports.

### **Section 3.10 NON-DISCRIMINATION**

- A.** In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual orientation, or national origin or because the person is disabled, a special disabled veteran, a disabled veteran or a veteran of the Vietnam era.
- B.** The Company and the Union recognize that potential conflicts may arise between obligations under the Americans With Disabilities Act (ADA) and the terms of the Contract. In order to minimize disputes between the Company and the Union due to any such potential conflicts and to ensure timely resolution, the parties agree that all issues regarding actions which the Company believes to be consistent with the ADA and the Union believes to be in conflict with the Contract will be referred to and addressed by a National Union Representative, a representative from the affected Union Local, the Labor Relations **representative** (or authorized representative) and a representative from the Company department ("ADA Liaison Committee").
1. The ADA Liaison Committee is empowered to resolve any issues or problems regarding a potential conflict between obligations under the ADA and the terms of this Contract.
  2. Agreements made by the ADA Liaison Committee will not prejudice the position of either party and will not be cited in any other proceeding. Such agreements will not be subject to the grievance and arbitration process.
  3. Unresolved issues or problems regarding potential conflicts will not delay or defer the Company's actions. If the ADA Liaison Committee is unable to resolve a dispute, the issue(s) regarding appropriate actions under the ADA and the Contract may then be addressed under the arbitration provisions of the Contract. To ensure timely resolution of such disputes, the grievance procedure shall be bypassed and the matter may be submitted directly to arbitration.
- C.** It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting, any labor organization.
- D.** The Company shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

### **Section 3.11 FEDERAL OR STATE LAWS**

In the event any Federal or State law or regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Contract, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order, or decision for the localities within the jurisdiction and otherwise the Contract shall continue in full force and effect.

**Section 3.12            QUALITY OF WORK LIFE COMMITTEE**

**A Quality Of Work Life (QWL) Committee will be created to identify and discuss broad concerns of mutual interest with the intent to attempt to resolve problems identified by the parties. In order to accomplish this goal, the Company and the Union agree to the following:**

- A. The Union and the Company shall discuss the following, as well as other topics mutually agreed to:
  - Scheduling processes
  - Productivity Measurements
  - Overtime requirements/Distribution
  - Work Processes
  - Health Care and Benefit updates
  - Employee impacts related to the introduction of new technology**
  
- B. The QWL Committee shall research identified issues and propose solutions to these issues. Committee representatives will then bring the identified issues and proposed solutions to the appropriate Management and Union leaders for consideration. When mutually agreed to, the QWL Committee may identify the need and establish subcommittee(s) for the purpose of working issues identified by the greater QWL Committee.**
  
- C. The QWL Committee/subcommittee(s) does not have the authority to formulate policy or enter into agreements that require collective bargaining. The QWL Committee/subcommittee(s) proceedings will not be used in lieu of the grievance or arbitration procedures nor will it or its activities be subject to the grievance and arbitration process.**
  
- D. The QWL Committee will consist of not more than three (3) representatives designated by the Company, not more than three (3) representatives designated by the Union. In addition, a representative from District 9 Staff and DIRECTV Labor Relations may also participate.**
  
- E. Additional Union and/or Company representatives may attend the meetings or be part of working subcommittee(s) if mutually agreed to by the parties. Pay will be in accordance with Section 3.02 of the 2024 Collective Bargaining Agreement for attendance at QWL Committee/subcommittee(s) meeting(s).**
  
- F. The QWL Committee will meet virtually on a bi-annual basis; however, one (1) additional meeting per year may be added with thirty (30) days advance notice by either party.**

**Section 3.13            NO STRIKE – NO LOCKOUT**

- A. 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.**

- B. 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.**
- C. The Company agrees that there will be no lockouts during the duration of this Agreement.**
- D. The Company agrees that it will not discipline an employee for violating any provision of this Agreement solely because of refusal to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees were working.**

## ARTICLE 4

### JOB TITLES AND CLASSIFICATIONS

#### Section 4.01 NEW JOB TITLES AND JOB CLASSIFICATIONS

**A.** Whenever the Company determines it appropriate to create a new job (i.e., a new title or use of a current job title for a new position being established in a fifth level organization or next lower level organization if no fifth level organization exists), in the bargaining unit, during the life of the contract, they shall proceed as follows:

1. The Company will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of incumbents (proposed) and work location(s) (proposed). Following such notice to the Union, the Company may proceed to complete the OJE and establish a provisional job title and wage schedule.
2. The Company will notify the Union of the provisional job title and wage schedule that is established. Following such notice to the Union, the Company may proceed to staff such job title at the determined wage schedule. The Company will conduct a follow-up review to assess whether the provisional rating remains appropriate. The follow-up review will occur no less than six (6) months after staffing. After the Company's follow-up review is completed, the Union will be notified. Notification will include the specific justifications for the recommended title(s) and/or wage schedule(s).

**B.** Whenever the Company, during the life of the Contract, determines it appropriate to reclassify a job title or wage schedule because the job content of an existing job has changed due to new technology or functionalization they shall proceed as follows:

1. The Company will notify the Union before an Occupational Job Evaluation (OJE) is conducted, including the reason for the OJE, the rationale behind the request, the number of incumbents (existing) and work location(s) (existing). Following such notice to the Union, the Company may proceed to complete the OJE and reclassify the job title or wage schedule.
2. The Company will notify the Union of any reclassification of the title or the wage schedule including the specific justifications used to make the determination leading to such reclassification(s). Following such notice to the Union, the Company may proceed to staff such job title or classification. Wage Administrative practices in Appendix A will be applied for upgraded or lateral reclassifications, however, step down from maximum referenced in **A1.02** will not apply to upgrades. The Job Evaluation Transition Pay Plan (JETPP) Memorandum of Agreement will be applied for reclassifications resulting in a downgrade. Any title or wage schedule change will be effective with the next payroll period following notification to the Department.

NOTE: No other reclassification of existing jobs will occur during the life of this Contract; rather any such reclassifications will normally be negotiated during bargaining.

**C.** The Company agrees to meet with the Union upon the Union's request to discuss any aspect of the job evaluation process which led to the Company's decision regarding the recommended title and/or wage schedule, including the rationale used by the Company to arrive at the Company's recommended title and/or wage schedule.

- D. Within thirty (30) calendar days from the Union's receipt of the Section 4.01B2 reclassification notice or no later than thirty (30) calendar days from the Union's receipt of the Section 4.01A2 follow-up notice, the Union shall have the right to initiate negotiations concerning the wage rates or schedules established or changed by the Company.
- E. If negotiations are not so initiated within the thirty (30) calendar day periods described in Section 4.01D or if agreement is reached between the parties concerning the wage rates and schedules within sixty (60) calendar days following receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the wage rates and schedules set by the Company or agreed to by the Parties, shall remain in effect.
- F. If negotiations are so initiated pursuant to Section 4.01D and if the parties are unable to reach agreement on the schedule of wage rates within sixty (60) calendar days following the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the Union must notify the Company in writing of its intention to submit the issue of an appropriate schedule of wage rates to a Neutral Third Party for resolution, to be selected as set forth in Section 4.01G.

NOTE: The Union's written notice shall specify the wage schedule the Union believes should be assigned to the job in question and the reasons why.

If such notification is not received by the Company within sixty (60) days of the Union's receipt of the Section 4.01A2 follow-up notice or the Section 4.01B2 reclassification notice, the matter shall be considered settled in the Company's favor and shall not be subject to further handling under this procedure, nor may the issue be submitted to the problem resolution, grievance and arbitration procedures.

- G. The Neutral Third Party previously referred to shall be selected by mutual agreement of the parties from a panel of six (6) arbitrators selected for their expertise in the field of job evaluation.

The members of the panel may be changed by mutual agreement of the parties. Though the panel members will normally receive first consideration, the parties reserve the right to jointly select a Neutral Third Party outside of the panel to serve on an ad hoc basis.

1. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.
2. The Neutral Third Party is empowered to decide only whether the wage schedule assigned by the Company or the wage schedule requested by the Union is the appropriate wage schedule.
3. The Neutral Third Party is not empowered to assign a wage schedule and title classification that is not currently contained in the collective bargaining agreement or to render a decision on any other issues.
4. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of the collective bargaining agreement.

- H. The procedures set forth in Section 4.01 shall be the exclusive means by which the Union may dispute the schedule of wage rates which the Company sets for any new, restructured or redefined job title or classification established by Section(s) 4.01A and B. Disputes regarding job classifications which are not governed by this Section 4.01 may be pursued under the Problem Resolution Procedures set forth in Article 7.

## **Section 4.02 CLASSIFICATIONS**

The Company may at its discretion hire employees into any of the classifications listed in **Article 4.**

### **A. TERM EMPLOYEES**

Term employees are those engaged for a specific project or limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period. Employment is expected to continue for more than one (1) year, but no more than three (3) years. Term employees are covered by all provisions of this Contract except where otherwise provided.

Term employees are not to be assigned work which would directly result in the surplus or layoff of Regular employees in the same title and administrative unit to which they are assigned.

If a Term employee attains thirty-six (36) months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to a Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by **this Agreement.**

1. All part-time employees shall receive payments under the Company's benefit plans and payment programs as described in this section.

### **B. REGULAR EMPLOYEES**

A Regular employee is one who is engaged for the usual activities of the business and whose employment is reasonably expected to continue, although employment may be terminated by action on the part of the Company or the employee.

### **C. PROBATIONARY EMPLOYEES**

All employees will remain probationary for twelve (12) months. Probationary employees may be terminated at any time for any reason during the twelve (12) month period.

### **D. PART-TIME EMPLOYEES**

A part-time employee is one who is employed and normally scheduled to work **more than seventeen (17) but less than forty (40) hours per week. The business unit will determine the scheduled hours for the part-time tours.** Treatment of a part-time employee under the Company's benefit plans and payment programs is dependent on the **scheduled tour the employee selects.**

1. All part-time employees shall receive payments under the Company's benefit and payment programs as described in this section.



- a. For periods of service as a part-time employee, calculations for wages or service for each of the following benefit plans and payment programs will be based on the relationship of the individual part-time employee's **scheduled tour** to a forty (40) hour workweek:
    - Comprehensive Disability Benefit Plan
    - Life Insurance Plans
    - Savings Plan
    - Severance Plan
    - Vacation, Holiday and Paid Personal Days Off
    - Sickness Absence Payments
  - b. Monthly contributions to the Medical, Dental and Vision Plans will be **as outlined in Appendix B, Memorandum of Agreement - Benefits.**
2. **Vacation, Personal Days Off, and Absence hours will be determined by the schedule tour the part-time employee selects to a forty (40) hour workweek.** A part-time employee shall not be paid Sickness Absence payments unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work and a full-time employee in the same circumstance would be paid.

#### **E. TEMPORARY EMPLOYEES**

1. Temporary employees are those engaged for a specific project or a limited period, with the definite understanding that their 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 consecutive weeks but not for more than one year.
2. All Temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of hiring.
3. All provisions of this Contract shall apply to Temporary employees, except where otherwise provided.
4. Should the term of employment of a Temporary employee exceed one year, then the employee will be reclassified to a Term employee effective with the first day following the completion of one year.
  - a. The maximum term of employment for a Temporary employee who is reclassified to Term under the provisions of this Section **4.02A** will be three (3) years from the date of hiring as a Temporary employee.
  - b. A Temporary employee who is reclassified to Term under the provisions of this Section **4.02A** will be eligible for Term employee benefits as described in **Appendix B** from the time of reclassification.

- c. A Temporary employee who is reclassified to Term under the provisions of this Section **4.02A** will be eligible for vacation and Personal Days Off in accordance with the provisions of Article 6—from the date of reclassification. However, nothing in this Section will cause such a reclassified employee to receive more vacation or Personal Days Off than they would have received had they been classified as a Term employee from the date of hiring as a Temporary employee.

**F. OCCASIONAL EMPLOYEES**

An Occasional employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An Occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a Regular or Temporary, full-time or part-time employee as appropriate.

## ARTICLE 5

### WORK ADMINISTRATION, COMPENSATION AND SPECIAL PAYMENTS

#### Section 5.01 WAGE SCHEDULES AND PAYMENTS

- A.** Employees in titles listed in Appendix A shall be paid at the basic rate per week as established for their respective title classifications. The wage schedules and top rates of pay shall be as stated in Appendix **A** of this Contract.

The Company shall have the right to pay in one-minute increments and to select and implement the timekeeping systems to be used for this purpose.

In any case where a Company building is located upon property which lies within two (2) exchanges, and if such exchanges are classified differently for wage rate purposes, any employee who is regularly assigned to report for work in such a Company building shall be paid at the wage rate that pertains to the higher exchange classification.

- B.** Wage increases in the amounts shown in the schedules shall be granted automatically on completion of the time intervals specified.
1. No wage increase shall become effective during a period of absence in excess of seven (7) calendar days, paid vacations excepted.
    - a. A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of increase.
    - b. If the effective date for a scheduled increase occurs during a period of absence in excess of seven (7) calendar days, but not to exceed thirty (30) calendar days, the increase will become effective on the day the employee returns to work. Such adjustment in the effective date of this increase shall not change the date from which the time interval for the next increase would otherwise be computed.
    - c. If the effective date for a scheduled increase occurs during a period of absence of over thirty (30) calendar days, the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued time on the wage progression schedule and the increase shall become effective either on the day the employee returns to work if the employee has been credited with the necessary time interval for the next increase, or after the employee has worked the remainder of the applicable wage progression time interval.
  2. In no case shall the application of the provisions of this Section 5.01B operate to make an increase effective on a date earlier than would have resulted had no absence occurred.
- C.** When an employee is absent for more than thirty (30) consecutive calendar days, only the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued total schedule time on the wage schedule.

## **Section 5.02 WORK SCHEDULES**

The Company will determine and post the work schedules. Insofar as service requirements and the conditions of the business permit, selection of work schedules shall be, when practical, by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. No later than 12 P.M. on Friday of each week, work schedules for the next calendar week shall be posted or otherwise be made available to show the assigned tours each employee is to work the following week. Employee's scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of two (2) weeks and are subject to change, with forty-eight (48) hours notice to the employee. Employees will have the opportunity to work forty (40) hours in a week. All time off from scheduled work will be counted toward the forty (40) hours.

**Under emergency conditions employees may waive their rights to the days of rest provided for in California Labor Code, Sections 551, 552, and 554, when approved by management.**

## **Section 5.03 CHANGE OF HOURS**

If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

## **Section 5.04 CANCELLATION OF HOURS**

1. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
2. If an employee begins work at the scheduled time on a scheduled workday, the employee's scheduled hours for the remainder of that workday cannot be canceled.

## **Section 5.05 OVERTIME**

1. Employees may be required to work overtime subject to the needs of the business. Employees scheduled to work overtime will be paid in accordance with the following:
  - a. Hours worked in excess of eight (8) hours in a workday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
  - b. Hours worked in excess of twelve (12) hours in a workday shall be paid at the rate of two (2) times the employee's regular rate of pay.
  - c. Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
  - d. **Hours worked in excess of fifty-four (54) hours in a workweek shall be paid at the rate of two (2) times the employee's regular rate of pay, unless the employee is on an overnight loan or an emergency condition exists as outlined in 2.a. below.**
  - e. **Full or partial paid Personal Day Off (PDO) will count as time worked for the overtime calculation outlined above.**

2. Employees will not be scheduled or assigned overtime in excess of **twelve (12)** hours in a calendar week unless either the employee consents to such overtime assignment or as determined by management there exists an emergency condition.
  - a. An emergency condition shall be defined as acute service demands caused by events of national, state or local importance, such as earthquakes, fires, explosions, floods, severe weather conditions, severe storm conditions, other natural disasters, government declared states of emergency, or other unanticipated conditions, such as civil strife, major cable or equipment failure, other catastrophes, or acts of God.

#### **Section 5.06                    DISTRIBUTION OF OVERTIME**

The Company will distribute the opportunity to work overtime as equitably as the needs of the business will permit. Lists shall be maintained on a monthly accumulative basis for each appropriate employee group, as determined by the Company, showing the distribution in terms of overtime hours worked. **The Company will provide a monthly overtime worked report to the Local Presidents at the first of each month.** The provisions of this Section shall not be subject to arbitration.

#### **Section 5.07                    SHIFT DIFFERENTIALS**

Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

1. An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

#### **Section 5.08                    SUNDAY PREMIUM PAYMENTS**

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. This premium pay will not be offset against daily or weekly overtime pay otherwise due for the week.

#### **Section 5.09                    MEAL PERIODS**

Unpaid meal periods will normally be scheduled for thirty (30), forty-five (45) or sixty (60) minutes, as determined by the Company.

#### **Section 5.10                    REST PERIODS**

Rest periods will be assigned in accordance with State and/or Federal law; however, they will be fifteen (15) minutes in length.

### **Section 5.11 RELIEF DIFFERENTIAL**

Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

### **Section 5.12 WORKING IN A DIFFERENT TITLE**

The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees.

### **Section 5.13 TRAVEL AND TEMPORARY WORK LOCATIONS**

1. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
2. Employees who agree to use their personal vehicles for Company business will be reimbursed at the current IRS reimbursement rate for mileage.
3. Employees may be assigned to work at a temporary work location. When employees are assigned to work at a temporary work location, the employee will be reimbursed for travel time and transportation expenses to and from the temporary work location in excess of that required for the employee's normal commute.
4. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

### **Section 5.14 OVERNIGHT TRIPS**

If the Company determines that overnight travel is required, the employee will be eligible to receive:

1. Transportation expenses as described in Section **5.14**
2. Lodging, approved in advance by the Company
3. Per diem of forty-two dollars (\$42) per day

### **Section 5.15 BRANDED APPAREL**

In order to provide employees with a consistent, recognizable appearance to customers which differentiates the Company from its competitors, the Company may, at its discretion, implement a mandatory branded apparel program. Employees will be required to wear the branded apparel while working on Company time. The Company may change the program at its discretion. However, in no circumstance will employees be required to pay for the branded apparel provided by the Company under the program. Once Implemented, the Company can cancel the program with thirty (30) days notice.

**Section 5.16 APPEARANCE STANDARDS/DRESS CODE**

The Company may, implement appearance standards and/or a dress code which requires employees to have a professional appearance appropriate for the business environment, consistent with State and Federal laws. The standards and code will be uniformly applied to all employees. The Company may change the standards and code upon notice to the Union.

**Section 5.17 HOME DISPATCH**

The Company may, at its discretion, implement a mandatory Home Dispatch Program. The Company may change the program at its discretion. Once implemented, the Company can cancel the program with thirty (30) days notice.

**Section 5.18 PLAN FOR EMPLOYEES' PENSIONS AND DISABILITY BENEFITS**

- A.** In the event, during the life of this Contract, the Company desires to make a change in the **benefit plans for employees' pensions and disability benefits** which would affect the pensions and disability benefits of employees within the bargaining units, they will, before making a change, notify the Union and afford the Union a period of sixty (60) calendar days for bargaining, provided, however, that no change may be made in the Plans which would reduce or diminish the pensions, disability benefits and death benefits provided thereunder, as they may apply to employees within the bargaining unit, without consent of the Union.
- B.** Any claim that Section 5.07A of this Article has been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Procedures, may be submitted to arbitration pursuant to the provisions of Article 7, but in such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure and arbitration. However, nothing in this Contract shall be construed to subject the Plan or its administration to arbitration.

## ARTICLE 6

### TIME OFF

#### Section 6.01 HOLIDAYS

##### A. PAID HOLIDAYS

Eight (8) paid holidays shall be observed as follows:

New Year's Day

**Martin Luther King Day**

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

##### B. WORKING ON A HOLIDAY

Employees who work on a holiday, will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one-half (1½) for each hour worked on the holiday. This premium pay will not be offset against daily or weekly overtime pay otherwise due for the week.

##### C. HOLIDAYS DURING A VACATION WEEK

When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.



## **Section 6.02            VACATIONS**

### **A.    VACATION YEAR**

The year in which vacation and Personal Days off may be taken shall be known as the "vacation year." The vacation year is defined as a period of time beginning December 31st and ending on December 30th of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible to accrue vacation and Personal Days Off.

However, an employee may take vacation which they would otherwise accrue in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

### **B.    VACATION ELIGIBILITY**

Employees shall be eligible to accrue vacation, based on their Net Credited Service (NCS) with the Company, as follows:

1.    One (1) week of vacation upon completion of six (6) months of service.
2.    Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
3.    Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
4.    Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
5.    Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

Vacation will be scheduled and taken in accordance with the terms provided in **Article 6**.

### **C.    CARRY-OVER VACATION**

All employees are encouraged to take all of their vacation time during the vacation year. However, a maximum of one (1) week of vacation may be carried over into the next vacation year. A vacation week that is carried over must be taken by April 30th.

Other than the one (1) week of carry-over vacation identified above, if the remaining vacation is not scheduled by April 1st of the vacation year, the Company may at its discretion place employees on vacation and require them to take vacation at a specified time. The number of weeks management may place employees on vacation is limited to not more than one (1) week in a vacation year. Should the need to place employees on vacation occur, the Company will provide thirty (30) days notice to the affected employees.

**D. PAYMENT IN LIEU FOR EMPLOYEES LEAVING THE COMPANY**

An employee who leaves the Company, other than because of death, layoff, or retirement, will be paid in lieu of all vacation he or she has accrued but has not used in the vacation year, provided that he or she has completed at least six (6) months of service and that he or she has worked during the vacation year in which he or she is leaving. To determine the number of accrued current year vacation hours for such eligible employees to be paid in lieu, see the chart below:

Month Employee Leaves Company	Annual Eligible Vacation Hours (See Section E1.04E for number of eligible weeks)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
(Credited Months)	Number of "Accrued" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

If an employee is service pension eligible and retires after working in the vacation year, is laid off under the provisions of **Article 8**, or dies before receiving his/her unused vacation for the vacation year, 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.

An employee who leaves the Company will be paid in lieu of all unused Personal Days Off.

**E. VACATION SELECTION**

Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

**Section 6.03                    PERSONAL DAYS OFF**

**A.    PERSONAL DAYS OFF**

Employees are allowed flexibility through the use of Personal Days Off (PDOs) to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for seven (7) paid Personal Days Off (PDOs) each vacation year.

For Personal Days Off (PDOs) not scheduled by September 1st of the vacation year, the Company may at its discretion place employees on Personal Days Off (PDOs) and require them to take Personal Days Off (PDOs) at a specified time. The number of Personal Days Off (PDOs) that management may place employees on, is limited to not more than one (1) in each vacation year. Should the need to place employees on a Personal Day Off (PDO) occur, the Company will provide thirty (30) days notice to the affected employees.

**B.    CARRY-OVER OF PERSONAL DAYS OFF**

All employees are encouraged to take all of their Personal Days Off (PDOs) during the vacation year. However, Personal Days Off (PDOs) may be carried over into the next vacation year. Personal Days Off (PDOs) that are carried over must be taken by April 30th.

**C.    SELECTION OF PERSONAL DAYS OFF**

All Personal Days Off (PDOs) shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off (PDOs) in two (2) hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off (PDOs).

**Section 6.04                    CIVIC DUTY**

Employees must give their supervisor advance notice when they are requested to appear for jury duty. Time off to comply with a summons for obligatory jury duty will be paid subject to court verification. The Company will grant unpaid time off for other court ordered processes. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

**Section 6.05                    DEATH IN AN EMPLOYEE'S IMMEDIATE FAMILY/ HOUSEHOLD**

Employees will be granted up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife, domestic partner, domestic partner's children, domestic partner's mother, domestic partner's father, grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

**Section 6.06            ABSENCE**

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for illness absences, on scheduled workdays, up to a maximum of five (5) paid illness absence days per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work due to illness.

Employees working in geographical locations with paid sick leave laws effective after April 9, 2016 will be advanced Personal Days Off (PDOs) prior to six (6) months of service and in the amount required to comply with the paid sick leave laws. Remaining Personal Days Off (PDOs), if any, will be granted in accordance with **Section 6.04**.

**Section 6.07            EXCUSED TIME REQUIRED BY LAW**

Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

## **ARTICLE 7**

### **PROBLEM RESOLUTION PROCEDURES**

**Section 7.01** The Company and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While management maintains the right and responsibility to make decisions which affect the business, the parties will endeavor to jointly evaluate and plan proposed actions that affect the employees, the Union and the Company.

#### **Section 7.02      REQUEST FOR UNION REPRESENTATION**

The Company shall release the appropriate Union representatives who are required by the Problem Resolution Procedures.

- A.** At any meeting between a management representative and an employee in which a formal level of discipline is to be announced, or an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests.
  - 1.** The employee shall be informed of the subject of the meeting at any formal level of discipline or investigatory interview prior to the meeting.
  - 2.** The Union representative and the employee shall be allowed a reasonable period of time to consult prior to the meeting, if requested.

#### **Section 7.03      COMMUNICATION AND PROBLEM SOLVING**

We must initiate communication to prevent problems as most problems can be prevented through timely, open and honest communication.

- A.** When operational changes are being considered in a work area that will significantly affect the working conditions of one or more employees, the manager will communicate these anticipated changes and the reasons for them to the appropriate Union representative and solicit any input to improve the effectiveness for all concerned. This communication will generally occur not less than ten (10) calendar days in advance of the effective date of such anticipated changes. In matters requiring immediate implementation, the minimum time frame shall not apply. In these cases, communication and solicitation for input from the Union will be conducted at the earliest practical opportunity. Subsequently, where agreement is reached, communication to the employees will be conducted jointly by the manager and the Union representative. In all cases, communication to the affected employees will not occur prior to a discussion with the appropriate Union representative.
- B.** When an employee is trending toward disciplinary action for job performance, for example attendance, quality, quantity, etc., management will normally involve the Union and solicit its input and assistance. The manager and the Union representative will work jointly to identify and eliminate the cause of the employee's problem to prevent it from recurring.
- C.** When a Union representative identifies an issue or dispute in the work area, he or she will interact with the appropriate manager in the work area. An effort should be made by both parties to resolve the problem.

#### **Section 7.04          UNION PRESENTATION**

The grievance procedure is designed to provide a timely, energy effective way of insuring equality and fairness in resolving disputes which have not been resolved through informal efforts. The Company and the Union agree that it is their objective to resolve all grievances at the lowest level.

The presentation of a grievance must be made **electronically** in writing as described in Section 7.05C1a and in accordance with the time limitations specified below to be eligible for handling under the provisions of Sections 7.05 and 7.09:

- A.** Grievances concerning the impact of new, changed or deleted methods and/or procedures intended for department-wide application must be presented **electronically** within sixty (60) calendar days of the date of the Companies' notification to the Union of their intent to take such action or, within thirty (30) calendar days from the occurrence that an employee is affected by the change, whichever date is later.
- B.** All other grievances must be presented **electronically** within thirty (30) calendar days from the first occurrence of the action or within thirty (30) calendar days from the date of discovery.

#### **Section 7.05          GRIEVANCE PROCEDURE**

In keeping with the Company's and the Union's objective to resolve all grievances at the lowest level, an employee may present his or her grievance to a Union representative who will process it according to the following:

- A.** A grievance involving the dismissal of any Regular or Term employee, a grievance involving disciplinary action other than dismissal of any employee, **a grievance on matters other than discipline, or a non-disciplinary grievance regarding a single action or decision by management involving multiple employees in a geographical jurisdiction represented by one Union Local**, will be presented as follows:

- 1. Step I - To the employee's immediate supervisor or, if appropriate, the manager who took the action. Two (2) paid Union representatives designated by the Local may attend this meeting. If the grievance is not resolved, it will be referred to:
- 2. Step II - **Area Director** (or equivalent title/skip level organizations). **Two (2)** paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance. Only grievances involving the dismissal of a Regular or Term employee, which are not resolved, will be referred to Step III.

**NOTE:** The Step II meeting regarding any grievance may be omitted by mutual agreement.

- 3. Step III - (Dismissal grievances only) **Company-designated representative** and Local President or their designated representative. Two (2) paid Union representatives designated by the Local may attend this meeting to attempt to resolve the grievance.

**NOTE:** If the Step II meeting regarding the dismissal of a Regular or Term employee has been omitted, a maximum of **two (2)** paid Union representatives designated by the Local may attend the Step III meeting.

- B.** A non-disciplinary grievance that involves one (1) action that affects multiple employees in geographical jurisdictions represented by more than one Union Local will be considered as an Executive Level grievance and be presented as follows by the National Union to Labor Relations:
1. To Labor Relations. A Labor Relations manager, a representative from the National Union, a Company-designated representative and a Union-designated Bargaining Committee member may attend this meeting to attempt to resolve this grievance. The Union-designated Bargaining Committee member will be paid in accordance with Article 3, Section 3.02. On a case by case basis when necessary, a Local Union representative may attend the meeting.
  2. Management will hold the Executive Level grievance meeting within thirty (30) calendar days of receipt of the Union's **electronic** written presentation.
  3. Following the Executive Level Meeting, Labor Relations will send an Executive Level Company position letter to the Union in accordance with Section 7.07.
  4. If the grievance is not resolved, it may be escalated to arbitration by the Union in accordance with Section 7.10E.
- C.** Step I Grievances will be processed according to the following method:
1. Prior to the Step I Meeting
    - a. The Union's **electronic** written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought. Presentation must be made in accordance with the time limits stated in Section 7.04.
    - b. Management will provide the Union with any information and/or reasons used as a basis for the grieved action no later than ten (10) calendar days following presentation of the grievance. This requirement to share information and/or reasons for the grieved action applies whether or not a Step I meeting is held.
  2. Holding the Step I Meeting
    - a. Management will hold the meeting within fifteen (15) calendar days following presentation of a grievance.

- b. Both parties should make every effort to ensure that a Step I meeting is held. However, in those circumstances where a Step I meeting is not held within fifteen (15) calendar days, as stated in Section 7.05C2a and no mutual agreement to extend the time limit is reached, or where there is mutual agreement to omit the Step I meeting, the grievance shall be considered denied by management and will then be escalated to Step II of the Grievance Procedure.

**NOTE:** If the Step I meeting is not held, management is required to provide the information specified in Section 7.05C1b.

3. Following the Step I Meeting

- a. Management will inform the Union of the Company's position and rationale at the conclusion of the Step I meeting.

D. Step II grievances will be processed according to the following method:

1. Prior to the Step II Meeting

- a. The Union will notify the Company in writing of its intent to escalate the grievance to Step II within thirty (30) calendar days following the Step I meeting, or the date when the Step I meeting should have been held as stated in Section 7.05C2a.
- b. The Union's failure to notify the Company, of its intent to escalate the grievance, within the time limit stated in Section 7.05D1a, will result in the grievance being considered withdrawn from the Grievance Procedure.

2. Holding the Step II Meeting

- a. Management will hold the Step II grievance meeting within thirty (30) calendar days of receipt of the Union's **electronic** written intent to escalate the grievance.
- b. Failure to hold the Step II meeting within the time limit stated in Section 7.05D2a, or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union. However, the settlement cannot exceed what an arbitrator would have awarded under Sections 7.12 and 7.14.

3. Following the Step II Meeting

- a. Management will send the Step II Company position to the Union and the appropriate Labor Relations **representative**, in accordance with Section 7.07, at the final disposition of the Step II meeting.
- b. Management will inform the Union of the Company's position and rationale at the conclusion of all Step II meetings involving dismissal grievances.



E. Step III grievances (DISMISSAL GRIEVANCES ONLY) will be processed according to the following method:

1. Prior to the Step III Meeting

- a. The Union will notify the Company **electronically** in writing of its intent to escalate the grievance to Step III within thirty (30) calendar days following the final disposition of the Step II meeting or the date it was mutually agreed to omit the Step II meeting.
- b. The Union's failure to notify the Company of its intent to escalate the grievance, within the time limits stated in Section 7.05E1a, will result in the grievance being considered withdrawn from the Grievance Procedure.

2. Holding the Step III Meeting

- a. Management will hold the Step III grievance meeting within thirty (30) calendar days of receipt of the Union's written intent to escalate the grievance.
- b. Failure to hold the Step III meeting within the time limit stated in Section 7.05E2a or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union. However, the settlement cannot exceed what an arbitrator would have awarded under Sections 7.12 and 7.14.

3. Following the Step III Meeting

Management will send the Step III Company position to the Union and the appropriate Labor Relations **representative** in accordance with Section 7.07.

F. Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance without Union concurrence, but shall deal directly with the Union representative.

## Section 7.06 SHARING INFORMATION

A. During the Step I meeting, the Company and the Union will identify appropriate areas of concern. During Step I and Step II meetings, the Company and the Union will share facts deemed relevant to the grievance by either party.

B. Disputes over relevancy of information and photocopies will be resolved as follows:

1. The request should be presented **electronically** in writing to the manager. If the dispute is not resolved at this level within seven (7) calendar days, it shall be referred to:
2. The Local Union Officer and **Area Director** level. If not resolved at this level within seven (7) calendar days, it shall be referred to:
3. The National Union Representative and Labor Relations **representative** level. If not resolved at this level within seven (7) calendar days, the Union may elect to:
4. Arbitrate the issue under the provision of Section 7.10.

- C. The Company reserves the right to charge the Union for the cost of the photocopies including the wages of the operator of the copying equipment in the event the volume of requests become substantial.

#### **Section 7.07 COMPANY POSITION**

The Step II or Step III or Executive Level Company position (as described in 7.05B3 and 7.05D3 and 7.05E3) shall be sent **electronically** to the National and Local Union in writing within five (5) calendar days of the final Step II or Step III or Executive Level grievance meeting. A copy will also be sent to the appropriate Labor Relations **representative**.

#### **Section 7.08 UNRESOLVED UNION PRESENTED GRIEVANCES**

Any grievance not resolved under Subsection 7.05A may be taken to arbitration under the provisions of Sections 7.10 or 7.15.

#### **Section 7.09 EMPLOYEE PRESENTATION**

- A. An employee may present his or her grievance **electronically** to the employee's immediate supervisor within thirty (30) calendar days from the first occurrence, and to other successive levels of management up to and including the Department Manager (or authorized representative) as may be required to resolve the grievance without Union intervention.
- B. The resolution of an employee grievance may not be inconsistent with the terms of this Contract. A Union representative will be given an opportunity to be present at the resolution of any employee grievance concerning the interpretation or application of the terms of this Contract.

#### **Section 7.10 ARBITRATION PROCEDURES**

Arbitration cases should be minimal due to effective use of the Problem Resolution Procedures. Arbitration should result in timely awards.

- A. If the Union is not satisfied with the Company's decision at the final meeting in the grievance procedure, the Union may request that the grievance be arbitrated.
- B. Any Regular or Term employee dismissed for just cause may have his or her case considered under the Arbitration Procedures. However, the question as to whether a Regular or Term employee with less than twelve (12) months' net credited service was dismissed without just cause will not be eligible for arbitration.

- C. The National Union will notify the Labor Relations **representative, electronically** in writing, of its desire to meet on the grievance within thirty-five (35) calendar days of receipt of the Step II or Step III Company position letter as described in Section 7.07 above. The meeting between Labor Relations and the National Union will be held within fifteen (15) calendar days of receipt of the written notice. The National Union may elect to waive this meeting and, within the same thirty-five (35) calendar day time limit, notify the Company of its intention to arbitrate the grievance as specified in 7.10D below. If the Union fails to send either written notice within the time limit stated (35 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.
- D. The Labor Relations **representative** will send the final Company position letter to the National Union within five (5) calendar days of the National Union/Labor Relations meeting. Within thirty (30) calendar days following the National Union's receipt of the Company's final position letter, as described in this Section 7.10D, the Union will notify the Company **electronically** in writing of its intention to arbitrate the grievance. This notice will specify the issues involved in the grievance and remedy requested. Specifically, it will clarify the Union's original written presentation of the grievance to management. This clarification will define the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought for the purposes of arbitration, expedited arbitration and mediation.

If the Union does not notify the Company in writing of its intention to arbitrate the grievance within the time limit stated (30 calendar days), and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

- E. Within thirty (30) calendar days following the National Union's receipt of the Company's Executive Level position letter, as described in Section 7.07, the Union will notify the Company in writing of its intention to arbitrate the Executive Level grievance.

If the Union fails to notify the Company in writing of its intent to arbitrate the grievance within the time limit stated above and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the grievance process.

- F. The first day of the arbitration hearing will be held within six (6) months from the date of the Union's notification in writing of its intent to arbitrate the grievance. If the arbitration request involves an employee's dismissal and the six (6) month time limit is exceeded, the period used for computation of any back pay liability for the Company shall not exceed a date six (6) months from the date of the Union's notification of intent to arbitrate the dismissal issue, except when the time limit has been extended by mutual agreement.

**The parties will hold arbitrations in a mutually agreeable location taking into account the convenience of the parties' witnesses. Video hearings will be considered a realistic option in all cases.**

## Section 7.11 ARBITRATOR

- A. A panel of **ten (10)** arbitrators shall be established by the parties for hearing expedited and regular arbitration cases. Upon receipt of the Union's intent to arbitrate, each case will be automatically assigned to an available arbitrator. The first case so heard under this procedure shall be assigned to the arbitrator appearing first on the panel. Subsequent arbitration requests shall be assigned to other arbitrators in the order of their sequential assignment to the panel. If an arbitrator notifies the parties that he or she is unable to accept a case, it will be referred to the next arbitrator on the panel.
- B. Whenever any arbitrator's pending arbitration requests exceed three, additional requests which would otherwise be assigned to him or her in the order of rotation shall be referred to the next arbitrator on the panel.
- C. All eligible grievances shall be handled as follows:
  - 1. Request from the arbitrator, at the time of appointment, two or three proposed alternative hearing dates for hearing days within six (6) months from the date of the Union's notification of its intent to arbitrate. If the arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled in accordance with the time limits of this Section.
  - 2. The designated representatives of the Company and of the Union shall promptly agree on a hearing date, secure a firm commitment on the hearing date from the arbitrator and schedule the hearing in accordance with regular procedures.
  - 3. If the parties can't agree on a proposed date, then the arbitrator shall schedule a hearing date within the six (6) month time frame.
- D. Grievances involving the suspension of an individual employee or a grievance involving the dismissal of a Regular or Term employee may be handled in accordance with the Expedited Arbitration provisions of Section 7.15 by mutual agreement of the Labor Relations **representative** and the designated representative of the National Union, except for those which also involve an issue of arbitrability, Contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court actions.

## Section 7.12 POWER OF THE ARBITRATOR

- A. The Arbitrator has no authority to add to, subtract from, or otherwise modify the provisions of the Contract.
- B. If the Arbitrator finds that a dismissal was made without just cause, the Arbitrator will either:
  - 1. Reinstatement the employee with back pay computed in accordance with Section 7.14 as limited by Section 7.10F; or
  - 2. Reduce the dismissal to a suspension and reinstate the employee without back pay for the period of suspension set by the Arbitrator as limited by Section 7.10F.

### **Section 7.13            ARBITRATOR'S DECISION**

- A.** Except as provided in Expedited Arbitration, Section 7.15, the Arbitrator will render a decision within thirty (30) calendar days from the date the matter is submitted.
- B.** All decisions within the power of the Arbitrator will be final and binding on all parties.
- C.** Decisions rendered under the provisions of Expedited Arbitration, Section 7.15, will not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties.

### **Section 7.14            EFFECT OF RESOLUTION**

- A.** Where employees are reinstated with back pay, the employees will receive their regular rate of pay for the time lost, but not for suspension time under Section 7.12B2 as limited by Section 7.10F. They will also receive reimbursement for any actual expenses incurred and paid by the employees during the period of dismissal which would have normally been paid by the Company's Medical, Dental, or Vision Plans. Amounts paid to employees will be reduced by an amount equal to the total of the termination or layoff allowance received from the Company at the time of dismissal, and any wages earned in other employment. **California** employees will be liable to the State of California, Employment Development Department for overpayment of unemployment benefits received since date of dismissal. Nevada employees will likewise be liable to the State of Nevada, Employment Security Department for such overpayments.
- B.** In the event a grievance is arbitrated under the provisions of Expedited Arbitration, Section 7.15, any awarded back pay liability shall be computed in accordance with the provisions as expressed in Sections 7.12B1 and 7.12B2, as limited by Section 7.10F.

### **Section 7.15            EXPEDITED ARBITRATION PROCEDURE**

The procedure for Expedited Arbitration will be as follows:

- A.** A written stipulation of all facts not in dispute may be submitted to the Arbitrator prior to the hearing.
- B.** The hearing will be informal without rules of evidence and without a transcript. However, the Arbitrator will satisfy himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is fair in all respects and that all facts necessary to a fair settlement and reasonably obtainable are brought before the Arbitrator.

**The parties will hold expedited arbitrations in a mutually agreeable location taking into account the convenience of the parties' witnesses. Video hearings will be considered a realistic option in all cases.**

- C. Each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days after the hearing.
- D. The Arbitrator will render his or her decision within five (5) working days after receiving the briefs. He or she will provide the parties a brief written statement of the reasons supporting the decision.

#### **Section 7.16     ARBITRATION EXPENSES**

- A. 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.
- B. **In non-expedited cases, the parties may mutually agree to utilize transcripts. In such cases, the total cost of the transcripts, including the arbitrator's copy, shall be borne equally by the parties. Where not mutually agreed in a non-expedited case, either party may unilaterally utilize a transcript. The party which chooses to do so will be responsible for all costs associated with the transcript. The other party may review the transcript in a mutually agreeable time and manner to take notes, summarize and/or briefly quote the transcript, but may under no circumstances make copies of the transcript.**

#### **Section 7.17     TIME LIMITS**

The time periods specified in the grievance and arbitration procedures will be calendar days except for Section 7.15 and may be extended by mutual agreement.

#### **Section 7.18     MEDIATION**

- A. A grievance that has been appealed to arbitration in accordance with Section 7.10 may be presented at a mediation conference before it is scheduled for arbitration, except when either party requests that mediation be bypassed.
- B. Within six (6) months of the Union's request for arbitration, the parties will schedule a mediation conference to be held at the earliest available date of a mediator mutually agreeable to both parties. The mediation conference will normally be held in either a Company or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.
- C. The spokesperson for the Company will normally be a Labor Relations **representative**. An Area Representative - Communications Workers of America will normally represent the Union. An attorney will not be used by either party at the mediation conference. The number of employees who shall suffer no loss in pay under Article 3, Section 3.02 of the Contract shall be no more than two (2). Should additional employees be necessary for the complete discovery of facts at the conference, the parties will agree in advance on the number of additional employees who will attend the conference and suffer no loss in pay under Section 3.02.
- D. The representatives of the parties are encouraged, but not required to present the mediator with a brief written statement of the facts, the issue and the arguments in support of their respective positions. If such statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

- E. The mediation conference will normally be attended by the grievant, the Local President, the grievant's supervisor and **Area Director**. Attendance at the mediation conference shall be limited to those people actually involved in the mediation conference.
- F. All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
- G. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings. However, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- H. The mediator will have the authority to meet separately with Company or Union representatives, but will not have the authority to compel the resolution of a grievance.
- I. The Company and Union spokespersons at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting for other cases or grievances and may not be cited in any other proceeding between the parties. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the grounds of his or her advisory opinion.
- J. If no settlement is reached at the mediation conference, the grievance will be heard in arbitration in accordance with provisions expressed in Section 7.10. Such hearing will be held within six (6) months of the date of the mediation hearing. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.
- K. The mediator shall conduct no more than three (3) mediation conferences per day. The fee and reasonable expenses of the mediator will be shared equally by the parties.
- L. In the event that the mediation of a grievance is scheduled, and then postponed or canceled, the parties shall remain liable for the fee specified in Section 7.18K, unless another grievance is substituted for that grievance postponed or canceled.

**Section 7.19     DISMISSALS**

- A.** The Company agrees that no employee will be dismissed without a full and complete investigation by department supervision. The Company recognizes the right of the Union to assist an employee who has been suspended pending investigation, or who has been given notice of dismissal, or who has been dismissed, in presenting and/or appealing the employee's case to the Company.
- B.** When it is necessary to dismiss an employee, the employee must be paid in full immediately for all time due. Every employee who is dismissed will be paid at the place of dismissal.



## ARTICLE 8

### LAYOFFS

#### Section 8.01 FORCE ADJUSTMENT

Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process determined by the Company. If a layoff is necessary, affected employees shall be laid off by inverse seniority order. The surplus employees designated for layoff will be notified a minimum of four (4) weeks prior to the layoff date, unless otherwise provided by law.

**In order to relieve a surplus the Company will, in a process determined by the Company, offer employees the opportunity to voluntarily resign and receive a layoff allowance as provided in Section 8.02. If applied, this will be offered in seniority order, up to the number necessary to alleviate the surplus.**

#### Section 8.02 LAYOFF ALLOWANCE

Employees who are laid off will be paid a layoff allowance based on their seniority and their base weekly wage rate in effect at the time of the layoff, in accordance with the following:

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 - 71 Months	4 weeks of pay
72 - 95 Months	5 weeks of pay
96 - 120 Months	6 weeks of pay
121 - 144 Months	7 weeks of pay
145 Months or More	8 weeks of pay

#### Section 8.03 PRIORITY REHIRE

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to a position covered by the same Collective Bargaining Agreement, will receive priority consideration for re-hire over new applicants for twenty-four (24) months from his/her layoff date.

#### **Section 8.04            FUTURE INTERNAL OPENINGS**

Employees who are laid off with satisfactory attendance and work performance will be given access to job openings for eighteen (18) months from the date of layoff. The following will apply:

1. Laid off employees may submit on any CWA-represented bargained position for which they are qualified.
2. Laid off employees will receive priority consideration for job openings over term employees and new applicants.
3. Laid off employees who accept a position will not be entitled to relocation benefits.

## ARTICLE 9

### OCCUPATIONAL SAFETY AND HEALTH

**Section 9.01** Safety is a mutual concern to the Company and the Union. The Company and the Union recognize and appreciate that a healthy and safe work environment is in the best interests of the parties and encourage the involvement and participation of employees/Union members in safety and health activities. In order to accomplish this goal, the parties agree to the following:

- A.** **DIRECTV** will establish with the Union one (1) Joint Committee on Occupational Safety and Health (JCOSH). The JCOSH Committee shall consist of **three (3)** Union appointed representatives and **three (3)** Company appointed representatives. **In addition, a representative from District 9 Staff and DIRECTV Labor Relations may also participate.** The JCOSH Committee shall be established within thirty (30) days after the ratification of this Contract. The JCOSH Committee shall:
1. Consider and examine appropriate suggestions from the Union and/or Company which would enhance ongoing health and safety programs.
  2. Make recommendations on health and safety issues to the Company/Union Bargainers, including recommendations on such subjects as surveys and studies. The JCOSH does not have the authority to formulate policy nor enter into agreements on subjects which require collective bargaining. The JCOSH is, however, encouraged to make recommendations to Company officials responsible for health and safety matters, who may in turn authorize the JCOSH to implement recommendations, if appropriate.
  3. Facilitate management and union discussion on local and statewide safety issues by encouraging open and forthright discussions at the Business Unit level. Local and statewide health and safety committees shall keep the JCOSH informed and work with the JCOSH on issues of mutual concern.
  4. Meet **virtually on a bi-annual basis**; however, **one (1) additional meeting per year may be added with thirty (30) days advance notice by either party.** Minutes of each JCOSH meeting shall be prepared and distributed as determined by the Company and Union bargaining spokespersons.
- B.** Employees of the Company who are members of the JCOSHs will be paid for all meetings in accordance with the provisions of Section 3.02 of this Contract.
- C.** Local safety committees may be established and maintained when both the Local Management and the Local Union mutually agree.

Employees of the Company who are members of a local safety committee will be paid for all meetings in accordance with the provisions of Section 3.02 of this Contract.

**ARTICLE 10**

**CONCLUSION**

This Contract shall become effective as of April 7, 2024, and shall continue in effect until 11:59 P.M., (Pacific Standard Time) April 1, 2028. Negotiations on a new Contract shall begin not earlier than ninety (90) days prior to such termination **unless mutually agreed to by the parties**. It is the intention of the parties with respect to the collective bargaining of future contracts replacing this or any subsequent wage, hours, and working conditions contract to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of this present Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed this 7th day of April 2024.

**COMMUNICATIONS WORKERS OF AMERICA**

**DIRECTV**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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# **APPENDIX A**

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## **WAGE ADMINISTRATION**

### **Section A1.01      GENERAL**

**A.** The following definitions will apply to this practice:

1. A Change of Assignment is a change from one title classification to a different title classification.

To determine whether an employee's change of assignment is to a lower, equal or higher-rated schedule, compare the top rate of employee's former schedule with the top rate of the schedule to which the employee is being assigned. When comparing top rates, include any applicable job (not shift) differential, except a relief differential.

2. Steps - are a specified number of six month intervals on a schedule. Steps are associated with specific wage rates. We currently have 11 step schedules.
3. Elapsed Time - is the time an employee has accumulated or should be credited with on a step.
4. Total Schedule Time or Wage Experience Credit is determined by combining the number of months corresponding to the employee's current step, and the elapsed time on that step.

**B.** The following rules should apply to all moves between schedules, whether to lower, equal or higher rated schedules:

1. When the change of assignment occurs on the same date on which a scheduled increase is due, both increases shall be effective on that date but the scheduled increase shall be considered as preceding any applicable promotional increase.
2. When the change of assignment is to a schedule in a different wage area, the employee shall first be placed on the former schedule in the new wage area with the same total schedule time. Movement to the new schedule will then be according to the rules outlined in Sections **A1.02**, **A1.03**, **A1.04**, **A1.05**, or **A1.06** which follow.
3. In no case shall the new wage rate exceed the top rate of the schedule to which the employee is assigned.
4. In no case shall any employee lose Total Schedule Time or Wage Experience Credit with exception of the limitation STEP FROM MAXIMUM.

### **Section A1.02      CHANGES OF ASSIGNMENT TO A HIGHER-RATED SCHEDULE**

Compare the rate associated with the employee's step on the lower-rated schedule, including any applicable job differential (except a relief differential), with the rate associated on the new schedule as determined by allowing the employee full Wage Experience Credit in progression or at maximum on the old wage schedule. The employee shall then be placed on the new wage schedule according to the following rules:

- A. If the wage rate on the new schedule is equal to or lower than the rate on the lower-rated schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate.
- B. If the rate on the new wage schedule is higher than the rate on the lower-rated schedule, the employee shall be placed on the new schedule allowing full Wage Experience Credit in progression, or at maximum from the old schedule.
- C. The employee shall be placed on the step on the new wage schedule, as determined by the comparisons made in paragraphs A. and B. preceding, but not to exceed the step down from maximum of the new schedule as listed following paragraph D, except as provided in Article 4, Section 4.01B2.
- D. To determine the time interval to the next progression increase on the schedule to which assigned, credit shall be allowed for the employee's elapsed time on the step of the lower-rated schedule in progression.

**Section A1.03            EXCEPTIONS TO THE LIMITATIONS IN SECTION A1.02**

- A. Moves from one title to another title having the same twelve (12) months or six (6) months limitation shall be at full wage experience credit.
- B. Moves to a higher-rated schedule resulting in a decrease in the employee's wage rate under the procedures outlined in Section **A1.02** above shall be made as follows:  
  
The employees shall instead be placed on the step of the new schedule having the rate nearest to, but not less than, the existing rate (step from maximum limitations will not apply).
- C. Changes of assignment to a previously held title shall be at full wage experience credit.
- D. Moves as a result of an OJE (Article 4).

**Section A1.04            CHANGES OF ASSIGNMENT BETWEEN SCHEDULES WITH THE SAME TOP RATE**

- A. Changes of Assignment Between Schedules of the Same Length:

Compare the rate associated with the employee's step on the old wage schedule with the same step on the new wage schedule.

- 1. If the rate on the new schedule is the same or higher than the rate on the old schedule, the employee shall be placed on the step of the new schedule by allowing full Wage Experience Credit. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the old schedule.
- 2. If the rate on the new schedule is lower than the rate on the old schedule, the employee shall be placed on the step of the new schedule having the rate nearest to but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

**B. Changes of Assignment From a Shorter to a Longer Wage Schedule:**

The employee shall be placed on the step of the new schedule having the rate nearest to, but not less than the employee's existing rate. To determine the time interval to the next progression increase, no credit shall be allowed for the employee's elapsed time on the step of the old schedule.

**C. Changes of Assignment From a Longer to a Shorter Wage Schedule:**

The employee shall be placed on the step of the new schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of old schedule.

**Section A1.05 CHANGES OF ASSIGNMENT TO A LOWER-RATED SCHEDULE**

On all changes of assignment to a lower-rated schedule, the employee shall be placed on the same step on the lower-rated schedule that the employee was administered on the former schedule. To determine the time interval to the next progression increase, credit shall be allowed for the employee's elapsed time on the step of the former schedule.

**Section A1.06 RETREATS**

Anytime an employee moves to another job and subsequently retreats to the former job within six (6) months; for wage purposes the employee will be treated as though he or she never left the job.

**Section A1.07 WAGE INCREASES**

**2024 INCREASE**

General Increase

1. Increase Date	4/7/2024
2. Top Step	5.0%
3. Bottom Step	0.0%

**2025 INCREASE**

General Increase

1. Increase Date	4/6/2025
2. Top Step	3.0% + COLA
3. Bottom Step	0.0%



**2026 INCREASE**

General Increase

1. Increase Date	4/5/2026
2. Top Step	3.0% + COLA
3. Bottom Step	0.0%

**2027 INCREASE**

General Increase

1. Increase Date	4/4/2027
2. Top Step	3.0% + COLA
3. Bottom Step	0.0%

**NOTE: 2025 – 2027 wages displayed in Section A1.09, below, may be increased for COLA. The current wage schedules are available in the contract posted on the DIRECTV Employee Portal.**

**Section A1.08 Wage Credit**

**New hire employees who enter the service of the Company shall begin employment at the minimum wage rate for the appropriate job title and schedule. Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.**

**In addition, the Company may offer enhanced wage credit in Tight Labor Market (TLM) situations where the Company determines that due to a competitive labor market, normal wage credit practices do not attract a sufficient number of experienced individuals.**

**The Company will notify the Union in writing whenever Tight Labor Market (TLM) wage credit is authorized. Notification will include the job title(s), amount of TLM wage credit (not to exceed two years) and duration for the use of TLM wage credit.**

**TLM wage credit will be granted to individuals with a minimum of six (6) months of job related experience, education or training. TLM wage credit will be the TLM credit or whatever wage credit individuals qualify for under the Wage Credit Guidelines whichever is greater.**

**When TLM wage credit is applied in a job title, any existing employees in the same job title who are at a wage schedule step that is below the step that would apply to an employee with time in title equal to the TLM wage credit, shall be increased to that wage schedule step.**

**Section A1.09 WAGE SCHEDULES**

**TIME INTERVAL BETWEEN STEPS – 6 MONTHS**

**ADMINISTRATIVE ASSISTANT**

Step	Weekly Wage Rate			
	2024	2025	2026	2027
1	\$ 490.50	\$ 490.50	\$ 490.50	\$ 490.50
2	\$ 517.50	\$ 519.00	\$ 520.50	\$ 522.00
3	\$ 546.00	\$ 549.00	\$ 552.50	\$ 555.50
4	\$ 575.50	\$ 581.00	\$ 586.00	\$ 591.00
5	\$ 607.50	\$ 614.50	\$ 622.00	\$ 629.00
6	\$ 640.50	\$ 650.00	\$ 660.00	\$ 669.50
7	\$ 675.50	\$ 687.50	\$ 700.00	\$ 712.50
8	\$ 712.50	\$ 727.50	\$ 743.00	\$ 758.50
9	\$ 752.00	\$ 769.50	\$ 788.00	\$ 807.00
10	\$ 793.00	\$ 814.50	\$ 836.50	\$ 859.00
11	\$ 836.50	\$ 861.50	\$ 887.50	\$ 914.00

**Time in Title 24 months**

**OFFICE COORDINATOR**

Step	Weekly Wage Rate			
	2024	2025	2026	2027
1	\$ 538.50	\$ 538.50	\$ 538.50	\$ 538.50
2	\$ 573.00	\$ 574.50	\$ 576.00	\$ 578.00
3	\$ 609.50	\$ 613.00	\$ 616.50	\$ 620.00
4	\$ 648.00	\$ 654.00	\$ 659.50	\$ 665.50
5	\$ 689.50	\$ 697.50	\$ 706.00	\$ 714.50
6	\$ 733.50	\$ 744.00	\$ 755.50	\$ 766.50
7	\$ 780.00	\$ 794.00	\$ 808.00	\$ 823.00
8	\$ 829.50	\$ 847.00	\$ 865.00	\$ 883.00
9	\$ 882.50	\$ 903.50	\$ 925.50	\$ 947.50
10	\$ 938.50	\$ 964.00	\$ 990.00	\$ 1,017.00
11	\$ 998.50	\$ 1,028.50	\$ 1,059.50	\$ 1,091.50

**Time in Title 24 months**

**SENIOR MATERIAL HANDLER**

Step	Weekly Wage Rate			
	2024	2025	2026	2027
1	\$ 596.00	\$ 596.00	\$ 596.00	\$ 596.00
2	\$ 644.50	\$ 646.00	\$ 648.00	\$ 650.00
3	\$ 696.50	\$ 700.50	\$ 704.50	\$ 709.00
4	\$ 753.00	\$ 759.50	\$ 766.50	\$ 773.00
5	\$ 814.00	\$ 823.50	\$ 833.50	\$ 843.00
6	\$ 879.50	\$ 893.00	\$ 906.00	\$ 919.50
7	\$ 951.00	\$ 968.00	\$ 985.50	\$ 1,003.00
8	\$ 1,028.00	\$ 1,049.50	\$ 1,071.50	\$ 1,094.00
9	\$ 1,111.00	\$ 1,138.00	\$ 1,165.00	\$ 1,193.00
10	\$ 1,201.00	\$ 1,233.50	\$ 1,267.00	\$ 1,301.00
11	\$ 1,298.50	\$ 1,337.50	\$ 1,377.50	\$ 1,419.00

**Time in Title 24 months**

**SERVICES TECHNICIAN**

Step	Weekly Wage Rate			
	2024	2025	2026	2027
1	\$ 585.00	\$ 585.00	\$ 585.00	\$ 585.00
2	\$ 637.50	\$ 639.00	\$ 641.00	\$ 643.00
3	\$ 694.50	\$ 698.50	\$ 702.50	\$ 707.00
4	\$ 756.50	\$ 763.00	\$ 770.00	\$ 777.00
5	\$ 824.00	\$ 834.00	\$ 844.00	\$ 854.00
6	\$ 898.00	\$ 911.50	\$ 925.00	\$ 938.50
7	\$ 978.00	\$ 995.50	\$ 1,013.50	\$ 1,031.50
8	\$ 1,065.50	\$ 1,088.00	\$ 1,110.50	\$ 1,134.00
9	\$ 1,161.00	\$ 1,189.00	\$ 1,217.50	\$ 1,246.50
10	\$ 1,265.00	\$ 1,299.00	\$ 1,334.00	\$ 1,370.00
11	\$ 1,378.00	\$ 1,419.50	\$ 1,462.00	\$ 1,506.00

**Time in Title 24 months**

**WAREHOUSE ASSISTANT**

Step	Weekly Wage Rate			
	2024	2025	2026	2027
1	\$ 538.50	\$ 538.50	\$ 538.50	\$ 538.50
2	\$ 572.00	\$ 574.00	\$ 575.50	\$ 577.00
3	\$ 607.50	\$ 611.50	\$ 615.00	\$ 618.50
4	\$ 645.50	\$ 651.50	\$ 657.00	\$ 663.00
5	\$ 686.00	\$ 694.00	\$ 702.50	\$ 710.50
6	\$ 728.50	\$ 739.50	\$ 750.50	\$ 761.50
7	\$ 774.00	\$ 788.00	\$ 802.00	\$ 816.50
8	\$ 822.50	\$ 839.50	\$ 857.00	\$ 875.00
9	\$ 873.50	\$ 894.50	\$ 916.00	\$ 938.00
10	\$ 928.00	\$ 953.00	\$ 979.00	\$ 1,005.50
11	\$ 986.00	\$ 1,015.50	\$ 1,046.00	\$ 1,077.50

**Time in Title 24 months**

Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

**Section A1.10            DISCRETIONARY LUMP SUM PAYMENTS**

A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

**Section A1.11            ADDITIONAL CASH AWARDS**

The Company may provide employees with additional cash awards.

The selection of employees and the amounts of the cash awards will be made at the discretion of management.

**Section A1.12            EMPLOYEE DISCOUNT PROGRAM**

The **DIRECTV** Employee Discount Program will be offered to all eligible employees for their personal use. This program consists of a package of **DIRECTV** products and services available at discounted prices. The Company reserves the right to change, amend or cancel this program and/or any parts or terms thereof at its sole discretion.

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# **APPENDIX B**

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**Memorandum of Agreement**  
**Benefits**

The means for fulfilling the terms of this Agreement may be the Company's adoption of their own plans and associated plan documents or participation in equivalent plans having plan documents 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.

For purposes of this Agreement:

**An employee's status, (2009 New Hires, 2012 New Hires, etc.) identified in the Company's benefit enrollment system as of the Ratification Date of this 2024 Collective Bargaining Agreement ("Agreement") 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 New Hire Group as described in the following table:**

<b>New Hire Group</b>	<b>Definition:</b>
<b>2009 New Hires</b>	<b>Bargained Employees transferred into this Agreement with a hire or rehire date on or before April 7, 2013</b>
<b>2012 New Hires</b>	<b>Bargained Employees transferred into this Agreement with a hire or rehire date after April 7, 2013, and on or before August 10, 2017</b>
<b>2016 New Hires</b>	<b>Bargained Employees transferred into this Agreement with a hire or rehire date after August 10, 2017, and on or before May 29, 2020</b>
<b>2020 New Hires</b>	<b>Bargained Employees hired/rehired or transferred into this Agreement with a hire or rehire date after May 29, 2020</b>

- 2009 New Hires, 2012 New Hires, 2016 New Hires, and 2020 New Hires shall be referred to collectively as "Employees."
- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as "Eligible Retired Employees."
- The term "Employees" for purposes of this Agreement is limited to those employee classifications specifically eligible for each benefit type as specified in the 2024 CBA.

**1. HEALTH AND WELFARE BENEFIT PLANS**

- A.** Effective January 1, **2025** unless noted otherwise shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an x, with the plan terms, conditions and provisions which were in effect on April 6 2024, as described in the applicable SPDs and SMMs, except as noted herein.

<b>Plan/Program/Policy</b>	<b>2009 New Hires</b>	<b>2012 New Hires</b>	<b>2016 New Hires &amp; 2020 New Hires</b>
<b>DIRECTV</b> West Medical Program	x	x	x
<b>DIRECTV</b> Dental Program (Bargained Employees)	x	x	x
<b>DIRECTV</b> Vision Program (Bargained Employees)	x	x	x
<b>DIRECTV</b> Group Life Insurance Program for Active Employees*	x	x	x
<b>DIRECTV</b> Flexible Spending Account Plan	x	x	x
<b>DIRECTV</b> Disability Income Program	x	x	x
<b>DIRECTV</b> Employee Leave of Absence Policy	x	x	x
<b>DIRECTV</b> Commuter Benefit Policy	x	x	x
<b>DIRECTV</b> Adoption Reimbursement Policy	x	x	x
<b>DIRECTV</b> Employee Assistance Program	x	x	x
<b>DIRECTV</b> Voluntary Benefits Platform	x	x	x

\* This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.

- B.** Employees, including newly eligible Employees and Eligible Retired Employees (as provided for in Paragraph 1.D) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions that apply on the date immediately prior to the date of ratification of this Agreement until the benefits identified in Paragraph 1.A above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary due to changes in the law.
- C.** The Company may unilaterally modify or discontinue the **DIRECTV** Voluntary Benefits Platform without further discussions with the Union.
- D.** Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination (an “Eligible Retired Employee”) will be eligible, during the term of this Agreement, for coverage under the **DIRECTV** West Eligible Former Bargained Employee Medical Program, **DIRECTV** Eligible Former Employee Dental Program, **DIRECTV** Eligible Former Employee Group Life Insurance Program for Bargained Employees, **DIRECTV** Eligible Former Employee Vision Program, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Exhibit 1. Nothing in this Paragraph 1. D 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.

- E. Appendix B** Exhibit 1 provides a summary of certain plan, program and/or policy terms, conditions and provisions, including any which are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in **Appendix B** Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in **Appendix B** Exhibit 1, as applicable will govern.

It is understood that certain benefits described in **Appendix B** Exhibit 1 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 make 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 the 2024 CBA will remain in effect through expiration.

- F. Employees are eligible to participate in employee benefit plans and other payment programs as shown below. Specific eligibility requirements are as described in individual plan documents or terms described elsewhere in the Contract or Company policies.**

EMPLOYEE BENEFIT	REGULAR EMPLOYEE	TERM EMPLOYEE	TEMPORARY EMPLOYEE	OCCASIONAL EMPLOYEE
Medical Plan	YES	YES	NO	NO
Dental Plan	YES	YES	NO	NO
Vision Plan	YES	YES	NO	NO
Comprehensive Disability Benefit Plan	YES	STD ONLY	STD ONLY	NO
Life Insurance Plan	YES	YES	NO	NO
Savings Plan	YES	YES	YES	NO
Pension Plan	YES	YES	NO*	NO*
Tuition Aid	YES	YES	NO	NO
Leaves Other than Required by Law	YES	YES	NO	NO
Adopting	YES	YES	NO	NO
Spending Account	YES	YES	NO	NO

**\*Employees may be eligible for participation dependent on service as provided under the specific terms of the DIRECTV Bargained Pension Plan Document.**



- G.** The Company will continue to offer fully-insured coverage options, such as HMOs, at the Company's discretion. **Appendix B** Exhibit 2 contains provisions applicable to the Kaiser HMO option available to Employees who reside in California under the **DIRECTV** West Medical Program.

**2. PENSION AND SAVINGS BENEFIT PLANS**

- A.** Employees shall be eligible to participate in the benefit plans, programs and policies, with the plan terms, conditions and provisions which were in effect on April 6, 2024, as described in the applicable SPDs and SMMs, except as noted herein.
- B.** Employees shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on April 6, 2024.
- Bargained Cash Balance Program #2 of the **DIRECTV** Bargained Pension Plan (the "BCB#2 Program")
  - **DIRECTV** Retirement Savings Plan

**Exhibit 1**

Provision	Employees
<b>Active Employees</b>	
<b>Effective Date(s)</b>	Health & Welfare: 1/1/2025 unless noted otherwise.
<b>Eligibility</b>	
<b>For Medical, Dental, Vision, Disability, and Life Insurance (unless otherwise specified)</b>	<p><b>Employees:</b> Applicable programs:</p> <p>Medical – <b>DIRECTV</b> West Medical Program Dental – <b>DIRECTV</b> Dental Program (Bargained Employees) Vision – <b>DIRECTV</b> Vision Program (Bargained Employees) Disability – <b>DIRECTV</b> Disability Income Program. Life Insurance - <b>DIRECTV</b> Group Life Insurance Program for Active Employees*</p> <p>*includes Supplemental Life and Dependent Life provisions.</p>
<b>Medical</b>	
<b>Program</b>	<p><b>Employees:</b> <b>DIRECTV</b> West Medical Program</p> <p>No change from current program except as provided below, and including:</p> <ul style="list-style-type: none"> <li>Choice of Option 1, Option 2 or <b>Option 3</b> as defined below</li> </ul> <p>Fully-insured coverage options, such as HMOs, will be available at the discretion of the Company.</p>
<b>Eligibility for Coverage</b>	<p><b>Employees:</b> No changes from current program.</p>
<b>Eligibility for Company Subsidy</b>	<p><b>Employees:</b> No change from current program, except as provided below:</p> <p><b>Individual Coverage:</b> Company subsidy for Employees enrolled in Company-sponsored Individual medical coverage (including fully insured coverage options, if available) will begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage.</p> <p><b>Family Coverage:</b> Company subsidy for Employees enrolled in Company-sponsored medical coverage other than Individual coverage will continue 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)). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company- sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.</p>

Provision	Employees															
<b>Active (Full-Time) Monthly Contributions</b>	<b>2009 New Hires, 2012 New Hires, and 2016 New Hires:</b>															
	<p style="text-align: center;">Monthly Contribution Amounts</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Option 1</th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$120</td> <td>\$128</td> <td>\$137</td> <td>\$146</td> </tr> <tr> <td>Family</td> <td>\$335</td> <td>\$358</td> <td>\$383</td> <td>\$410</td> </tr> </tbody> </table>	Option 1	2025	2026	2027	2028	Individual	\$120	\$128	\$137	\$146	Family	\$335	\$358	\$383	\$410
	Option 1	2025	2026	2027	2028											
	Individual	\$120	\$128	\$137	\$146											
	Family	\$335	\$358	\$383	\$410											
	<p style="text-align: center;">Monthly Contribution Amounts</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Option 2</th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$85</td> <td>\$93</td> <td>\$102</td> <td>\$112</td> </tr> <tr> <td>Family</td> <td>\$238</td> <td>\$261</td> <td>\$286</td> <td>\$314</td> </tr> </tbody> </table>	Option 2	2025	2026	2027	2028	Individual	\$85	\$93	\$102	\$112	Family	\$238	\$261	\$286	\$314
	Option 2	2025	2026	2027	2028											
	Individual	\$85	\$93	\$102	\$112											
	Family	\$238	\$261	\$286	\$314											
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Option 3	2025	2026	2027	2028												
Individual	\$57	\$66	\$76	\$86												
Family	\$161	\$185	\$211	\$240												
<b>2020 New Hires:</b>																
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Option1	2025	2026	2027	2028												
Individual	\$142	\$151	\$161	\$172												
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Option 2	2025	2026	2027	2028												
Individual	\$107	\$116	\$127	\$138												
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<p style="text-align: center;">Monthly Contribution Amounts</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Option 3</th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$79</td> <td>\$89</td> <td>\$100</td> <td>\$111</td> </tr> <tr> <td>Family</td> <td>\$222</td> <td>\$250</td> <td>\$279</td> <td>\$311</td> </tr> </tbody> </table>	Option 3	2025	2026	2027	2028	Individual	\$79	\$89	\$100	\$111	Family	\$222	\$250	\$279	\$311	
Option 3	2025	2026	2027	2028												
Individual	\$79	\$89	\$100	\$111												
Family	\$222	\$250	\$279	\$311												
<p>*Note: For fully-insured coverage options, when the premium for the fully-insured coverage option (for example HMO premium) is equal to or less than the cost of coverage for the Company self-funded Option 1 Plan (Company Plan) for the same coverage tier, the contribution amounts for the Company Plan shall apply; if the premium for the fully-insured option is greater than the cost of coverage for the Company Plan, then the employee contribution is the contribution for the Company Plan plus the difference between the cost of the fully-insured coverage option and the cost of the Company Plan for the applicable tier.</p>																

<p><b>Active (Part-Time) Monthly Contributions</b></p>	<p><b><u>Employees:</u></b></p> <p><b>Based on scheduled hours per week:</b></p> <p><b>Monthly Contributions:</b></p> <p><b>If greater than or equal to 25 hours, same as Full-Time.</b></p> <p><b>If at least 17 but less than 25 hours, 50% of the Premium Equivalent Rate*.</b></p> <p><b>If less than 17 hours, 100% of the Premium Equivalent Rate*.</b></p> <p><b>* Premium Equivalent Rates are subject to annual adjustment.</b></p>								
<p><b>Working Spouse/Partner Contribution</b></p>	<p><b><u>Employees:</u></b></p> <p><b>Spouse/Partner Access to Medical Coverage Additional Medical Contribution:</b></p> <p>Participants whose spouse/partner enrolls in <b>DIRECTV</b> -sponsored medical coverage (within either self-insured or fully insured programs) but otherwise has access to medical coverage through their employer, excluding <b>DIRECTV</b>, 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/partner does not have access to medical coverage otherwise the additional contribution will be applied.</p> <p>Additional Monthly Medical Contribution:</p> <table border="1" data-bbox="402 898 727 957"> <tr> <td><b>2025</b></td> <td><b>2026</b></td> <td><b>2027</b></td> <td><b>2028</b></td> </tr> <tr> <td>\$120</td> <td>\$130</td> <td>\$140</td> <td>\$150</td> </tr> </table>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	\$120	\$130	\$140	\$150
<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>						
\$120	\$130	\$140	\$150						
<p><b>Tobacco Use Contribution</b></p>	<p><b><u>Employees:</u></b></p> <p><b>Tobacco Use Additional Medical Contribution:</b></p> <p>Employees and/or spouses/partners who use tobacco, are enrolled in <b>DIRECTV</b>-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/partners must attest to no tobacco usage or engage in a Company-sponsored Tobacco Cessation program in the time defined during Annual Enrollment otherwise the additional monthly contribution will be applied. Engagement is currently defined as enrollment, participation and completion. A tobacco user is currently defined as someone who has used tobacco products more frequently than once a month. Tobacco products include cigarettes, cigars, pipes, e-cigarettes, vaporizers and smokeless tobacco. The definitions of engagement, tobacco user, tobacco products and the terms of the Company-sponsored Tobacco Cessation program may change from time to time, at the sole discretion of the Company.</p> <p>Additional Monthly Medical Contribution for each employee and/or spouse/partner:</p> <table border="1" data-bbox="391 1528 898 1633"> <tr> <td><b>2025</b></td> <td><b>2026</b></td> <td><b>2027</b></td> <td><b>2028</b></td> </tr> <tr> <td>\$75</td> <td>\$80</td> <td>\$85</td> <td>\$90</td> </tr> </table>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	\$75	\$80	\$85	\$90
<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>						
\$75	\$80	\$85	\$90						

Provision	Employees								
Annual Deductibles	<b>Employees:</b>								
	<b>Option 1:</b>								
		2025		2026		2026		2028	
		Network/ ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO
	Individual	\$1,000	\$2,900	\$1,050	\$3,000	\$1,100	\$3,100	\$1,150	\$3,200
	Family	\$2,000	\$5,800	\$2,100	\$6,000	\$2,200	\$6,200	\$2,300	\$6,400
	Annual Deductible Provisions: No change from current program. Note: The Annual Deductibles will be included in the Out-Of-Pocket Maximums								
	<b>Option 2:</b>								
		2025		2026		2026		2028	
		Network/ ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO
	Individual	\$1,800	\$5,300	\$1,850	\$5,400	\$1,900	\$5,500	\$1,950	\$5,600
	Family	\$3,600	\$10,600	\$3,700	\$10,800	\$3,800	\$11,000	\$3,900	\$11,200
	Annual Deductible Provisions:  (Integrated with Med/Surg, Rx, MH/SA)  No change from current program except as provided below: <ul style="list-style-type: none"> <li>• If the coverage tier is Family, no individual can receive benefits until the Family Annual Deductible is met. The Family Annual Deductible can be met by one or a combination of covered family members.</li> <li>• The following costs paid by the participant also apply toward the applicable Network/ONA or Non-Network Deductible amounts: <ul style="list-style-type: none"> <li>- All prescription drug allowable charges of eligible expenses.</li> </ul> </li> </ul> Note: The Annual Deductibles are included in the Out-Of-Pocket Maximums								
	<b>Option 3:</b>								
		2025		2026		2026		2028	
	Network/ ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network / ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO	
Individual	\$2,800	\$8,200	\$2,850	\$8,300	\$2,900	\$8,400	\$2,950	\$8,500	
Family	\$5,600	\$16,400	\$5,700	\$16,600	\$5,800	\$16,800	\$5,900	\$17,000	
Annual Deductible Provisions:  (Integrated with Med/Surg, Rx, MH/SA)  No change from current program except as provided below: <ul style="list-style-type: none"> <li>• If the coverage tier is Family, no individual can receive benefits until the Family Annual Deductible is met. The Family Annual Deductible can be met by one or a combination of covered family members.</li> <li>• The following costs paid by the participant also apply toward the applicable Network/ONA or Non-Network Deductible amounts: <ul style="list-style-type: none"> <li>- All prescription drug allowable charges of eligible expenses.</li> </ul> </li> </ul> Note: The Annual Deductibles are included in the Out-Of-Pocket Maximums									

Provision	Employees									
<b>General Copay/Coinsurance</b>	<b>Employees:</b>									
	<b>Option 1                    2025 - 2028</b>									
	<table border="1"> <tr> <td></td> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>Preventative</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> </table>		Network/ ONA	Non-Network	Preventative	\$0 / 0% Ded Waived	No Benefit	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded
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	Preventative	\$0 / 0% Ded Waived	No Benefit							
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded							
	<b>Option 2                    2025 - 2028</b>									
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	Preventative	\$0 / 0% Ded Waived	No Benefit							
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded							
	<b>Option 3                    2025-2028</b>									
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		Network/ ONA	Non-Network							
	Preventative	\$0 / 0% Ded Waived	No Benefit							
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded							
	Non-network: The methodology for calculating the Allowable Charge for all categories of Non-Network expenses may be changed from time to time at the Company's discretion.									
<b>Office Visit Copay / Coinsurance</b>	<b>Employees:</b>									
	<b>Option 1                    2025 - 2028</b>									
	<table border="1"> <tr> <td></td> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>Preventative</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> </table>		Network/ ONA	Non-Network	Preventative	\$0 / 0% Ded Waived	No Benefit	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded
		Network/ ONA	Non-Network							
	Preventative	\$0 / 0% Ded Waived	No Benefit							
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded							
	<b>Option 2                    2025 - 2028</b>									
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		Network/ ONA	Non-Network							
	Preventative	\$0 / 0% Ded Waived	No Benefit							
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded							

**Urgent Care  
Facility/Professional  
Services  
Copay /  
Coinsurance**

**Employees:**

**Option 1                      2025 - 2028**

Network/ ONA	Non-Network
\$0 / 0% Ded Waived	No Benefit
\$0 / 10% After Ded	\$0 / 50% After Ded

**Option 2                      2025 - 2028**

Network/ ONA	Non-Network
\$0 / 0% Ded Waived	No Benefit
\$0 / 10% After Ded	\$0 / 50% After Ded

**Option 3                      2025-2028**

Network/ ONA	Non-Network
\$0 / 0% Ded Waived	No Benefit
\$0 / 10% After Ded	\$0 / 50% After Ded

Provision	Employees																		
<b>Emergency Room Facility/Professional Services Copay / Coinsurance (Emergencies)</b>	<p><b>Employees:</b></p> <p><b>Option 1 2025 - 2028</b></p> <table border="1" data-bbox="430 279 818 470"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 2 2025 - 2028</b></p> <table border="1" data-bbox="430 548 818 739"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 3 2025-2028</b></p> <table border="1" data-bbox="430 804 818 995"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table>	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded
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<b>Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance</b>	<p><b>Employees:</b></p> <p><b>Option 1 2025 - 2028</b></p> <table border="1" data-bbox="430 1108 818 1299"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 2 2025 - 2028</b></p> <table border="1" data-bbox="430 1377 818 1568"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 3 2025-2028</b></p> <table border="1" data-bbox="430 1633 818 1824"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table>	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded
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\$0 / 10% After Ded	\$0 / 50% After Ded																		



<b>Tests</b> (all tests including x-ray, radiology, lab test, etc.) <b>Copay /</b> <b>Coinsurance</b>	<b>Employees:</b>	
	<b>Option 1                      2025 - 2028</b>	
	Network/ ONA	Non-Network
	\$0 / 0% Ded Waived	No Benefit
	\$0 / 10% After Ded	\$0 / 50% After Ded
	<b>Option 2                      2025 - 2028</b>	
	Network/ ONA	Non-Network
	\$0 / 0% Ded Waived	No Benefit
	\$0 / 10% After Ded	\$0 / 50% After Ded
	<b>Option 3                      2025-2028</b>	
Network/ ONA	Non-Network	
\$0 / 0% Ded Waived	No Benefit	
\$0 / 10% After Ded	\$0 / 50% After Ded	

Provision	Employees																		
<b>Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance</b>	<p><b>Employees:</b></p> <p><b>Option 1                      2025 - 2028</b></p> <table border="1" data-bbox="428 273 816 462"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 2                      2025 - 2028</b></p> <table border="1" data-bbox="428 541 816 730"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table> <p><b>Option 3                      2025-2028</b></p> <table border="1" data-bbox="428 798 816 987"> <tr> <td>Network/ ONA</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 0% Ded Waived</td> <td>No Benefit</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table>	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded	Network/ ONA	Non-Network	\$0 / 0% Ded Waived	No Benefit	\$0 / 10% After Ded	\$0 / 50% After Ded
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**Annual  
Out-of-Pocket  
Maximums  
(OOP)**

**Employees:**

**Option 1:**

Out-of-Pocket Maximum Amounts (including Annual Deductible)

	2025		2026		2026		2028	
	Network/ ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO
Individual	\$4,000	\$11,900	\$4,050	\$12,000	\$4,100	\$12,100	\$4,150	\$12,200
Family	\$8,000	\$23,800	\$8,100	\$24,000	\$8,200	\$24,200	\$8,300	\$24,400

(Integrated Med/Surg, MH/SA)

Out-of-Pocket Maximum provisions:

No change from current program, except as provided below:

The following additional costs paid by the participant apply toward the applicable Network/ONA or Non-Network Out-of-Pocket Maximum amounts:

- Deductibles
- Coinsurance

**Option 2:**

Out-of-Pocket Maximum Amounts (including Annual Deductible)

	2025		2026		2026		2028	
	Network/ ONA & PPO	Non- Network & Non- PPO	Network/O NA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO
Individual	\$6,950	\$20,750	\$7,000	\$20,850	\$7,050	\$20,950	\$7,100	\$21,050
Family	\$13,900	\$41,500	\$14,000	\$41,700	\$14,100	\$41,900	\$14,200	\$42,100

(Integrated with Med/Surg, Rx, MH/SA) Out-of-Pocket Maximum Provisions:

If the coverage tier is Family, the applicable 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 Family Out-Of-Pocket Maximum has not been met.

The following additional costs paid by the participant apply toward the applicable Network/ONA or Non-Network Out-of-Pocket Maximum amounts:

- Deductibles
- Coinsurance
- A prescription drug allowable charges for eligible expenses.

**Option 3:**

Out-of-Pocket Maximum Amounts (including Annual Deductible)

	2025		2026		2026		2028	
	Network/ ONA & PPO	Non- Network & Non- PPO	Network/O NA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO	Network/ ONA & PPO	Non- Network & Non- PPO
Individual	\$6,950	\$20,750	\$7,000	\$20,850	\$7,050	\$20,950	\$7,100	\$21,050
Family	\$13,900	\$41,500	\$14,000	\$41,700	\$14,100	\$41,900	\$14,200	\$42,100

**Integrated with Med/Surg, Rx, MH/SA, Out of Pocket Maximum provisions:**

**If the coverage tier is Family, the applicable 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 Family Out-Of-Pocket Maximum has not been met.**

The following additional costs paid by the participant apply toward the applicable Network/ONA or Non-Network Out-of-Pocket Maximum amounts:

- **Deductibles**
- **Coinsurance**
- **A prescription drug allowable charges for eligible expenses.**

**Prescription Drug Program (Rx)**

**Employees:**

**Option 1**

No change from current program.

**Option 2 and Option 3**

Integrated with Med/Surg, Rx

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.

**Option 1:**

Deductible: None.

Out-of-Pocket Maximum:

	2025	2026	2027	2028
Ind	\$1,800	\$1,850	\$1,900	\$1,950
Fam	\$3,600	\$3,700	\$3,800	\$3,900

**Retail – Network Copays:**

(Up to 30-day supply, limited to 2 fills for maintenance)

	2025	2026	2027	2028
Generic	\$10	\$10	\$10	\$10
Preferred	\$51	\$54	\$57	\$60
Non-Preferred	\$117	\$123	\$129	\$135

**Retail – Non-Network Copays:**

Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.

**Mail Order Copays:**

(Up to 90-day supply)

	2025	2026	2027	2028
Generic	\$20	\$20	\$20	\$20
Preferred	\$102	\$108	\$114	\$120
Non-Preferred	\$234	\$246	\$258	\$270

Option 2 and Option 3

Deductible: Integrated with Med/Surg, MH/SA

Out-of-Pocket Maximum: Integrated with Med/Surg, MH/SA

Retail – Network Copays:

(Up to 30-day supply, limited to 2 fills for maintenance)

	2025	2026	2027	2028
Generic	\$10	\$10	\$10	\$10
Preferred	\$51	\$54	\$57	\$60
Non-Preferred	\$117	\$123	\$129	\$135

Retail Non-Network Copays:

Participant pays the greater of the applicable Network Copay or balance remaining after the program pays 75% of network retail cost.

Mail Order Copays:

(Up to 90 day supply)

	2025	2026	2027	2028
Generic	\$20	\$20	\$20	\$20
Preferred	\$102	\$108	\$114	\$120
Non-Preferred	\$234	\$246	\$258	\$270

The following provisions will continue to apply to Option 1, Option 2 and Option 3

- Mandatory mail order for maintenance Rx – Applies after second fill at retail
- Specialty pharmacy program
- Personal Choice – 100% participant-paid
- Mandatory generic
- Compound medication limitation
- Advanced Control Specialty Formulary
- New Standard Prescription Drug Formulary
- Generic Step Therapy

Provision	Employees																				
<b>Employee Assistance Program (EAP)</b>																					
<b>Program</b>	<b>Employees:</b> DIRECTV Employee Assistance Program No change from current program.																				
<b>Visit Limit</b>	<b>Employees:</b> No change from current program.																				
<b>Disability</b>																					
<b>Program</b>	<b>Employees:</b>  DIRECTV Disability Income Program as described in the Summary Plan Description as these provisions change from time to time except as provided below.																				
<b>Short Term Disability (STD)</b>	<p><b>Employees:</b> Benefit: 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 border="1"> <thead> <tr> <th></th> <th colspan="2">% of Pay</th> </tr> </thead> <tbody> <tr> <td><b>Term of Employment</b></td> <td>100%</td> <td>60%</td> </tr> <tr> <td>6 months &lt; 2 years</td> <td>0 weeks</td> <td>26 weeks</td> </tr> <tr> <td>2 years &lt; 5 years</td> <td>4 weeks</td> <td>22 weeks</td> </tr> <tr> <td>5 years &lt; 15 years</td> <td>13 weeks</td> <td>13 weeks</td> </tr> <tr> <td>15 years or more</td> <td>26 weeks</td> <td>0 weeks</td> </tr> </tbody> </table>		% of Pay		<b>Term of Employment</b>	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																				
<b>Term of Employment</b>	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>	<b>Employees:</b>  The DIRECTV Disability Income Program as described in the Summary Plan Description as these provisions change from time to time except that Temporary and Term employees are not eligible for LTD benefits.																				
<b>Leaves of Absence (LOAs)</b>																					
<b>Policy</b>	<b>Employees:</b> DIRECTV Employee Leave of Absence Policy No change from current policy.																				
<b>Types of LOAs</b>	<b>Employees:</b> No change from current policy.																				
<b>Dental</b>																					
<b>Program</b>	<b>Employees:</b> DIRECTV Dental Program (Bargained Employees) except as provided below. <ul style="list-style-type: none"> <li>Dental PPO</li> <li>DHMO (available at the discretion of the Company)</li> </ul>																				
<b>Eligibility for Coverage</b>	<b>Employees:</b> Eligibility for coverage continues to begin on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).																				
<b>Eligibility for Company Subsidy</b>	<b>Employees:</b>  Company subsidy continues to begin on the first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).																				
<b>Active (Full-Time) Monthly Contributions</b>	<p><b>Employees:</b></p> <table border="1"> <thead> <tr> <th></th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$9</td> <td>\$10</td> <td>\$11</td> <td>\$12</td> </tr> <tr> <td>Individual +1</td> <td>\$19</td> <td>\$20</td> <td>\$21</td> <td>\$22</td> </tr> <tr> <td>Family</td> <td>\$29</td> <td>\$30</td> <td>\$31</td> <td>\$32</td> </tr> </tbody> </table>		2025	2026	2027	2028	Individual	\$9	\$10	\$11	\$12	Individual +1	\$19	\$20	\$21	\$22	Family	\$29	\$30	\$31	\$32
	2025	2026	2027	2028																	
Individual	\$9	\$10	\$11	\$12																	
Individual +1	\$19	\$20	\$21	\$22																	
Family	\$29	\$30	\$31	\$32																	

<p><b>Active (Part-Time) Monthly Contributions</b></p>	<p><b>Employees:</b> Based on Scheduled hours/week, part-time contributions continue to be:</p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hours = 50% of Premium Equivalent Rate.*</li> <li>• Less than 20 hours = 100% of Premium Equivalent Rate*.</li> </ul> <p>* Note: Premium Equivalent Rate is subject to annual adjustment.</p>
<p><b>Deductible</b></p>	<p><b>Employees:</b> Network and ONA: \$25 per individual per year Non-Network: \$50 per individual per year</p>
<p><b>Annual Maximum Benefit</b></p>	<p><b>Employees:</b> Network and ONA: \$1,750 per individual* Non-Network: \$1,300 per individual*</p> <p>*Not to exceed \$1,750 combined Network/Non-Network</p>
<p><b>Orthodontic Lifetime Maximum</b></p>	<p><b>Employees:</b> Network and ONA: \$2,000 per individual* Non-Network: \$1,400 per individual*</p> <p>*Not to exceed \$2,000 combined Network/Non-Network</p>
<p><b>Coverage Levels</b></p>	<p><b>Employees:</b> Dental PPO Coinsurance</p> <p>Class I (Diagnostic/Preventive): Network and ONA*: 100%, Ded. Waived Non-Network**: 100%, Ded. Waived</p> <p>Class II (Basic restorative – fillings, extractions, periodontal treatment/maintenance): Network and ONA*: 90%, after deductible Non-Network**: 70%, after deductible</p> <p>Class III (Major restorative – crowns, dentures, bridgework): Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible</p> <p>Class IV (Orthodontia): Network and ONA*: 80%, after deductible Non-Network**: 50%, after deductible</p> <p>Notes: *For ONA, paid at Network contracted rate (see below). **For Non-Network paid based on reasonable and customary amounts.</p>
<p><b>Outside Network Area (ONA)</b></p>	<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>

Vision																					
<b>Program</b>	<p><b>Employees:</b></p> <p><b>DIRECTV</b> Vision Program (Bargained Employees) except as provided below:</p>																				
<b>Eligibility for Coverage</b>	<p><b>Employees:</b></p> <p>Eligibility for coverage continues to begin on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>																				
<b>Eligibility for Company Subsidy</b>	<p><b>Employees:</b></p> <p>Company subsidy continues to begin on the first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).</p>																				
<b>Active (Full-Time) Monthly Contributions</b>	<p><b>Employees:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$4</td> <td>\$5</td> <td>\$6</td> <td>\$7</td> </tr> <tr> <td>Individual +1</td> <td>\$8</td> <td>\$10</td> <td>\$12</td> <td>\$14</td> </tr> <tr> <td>Family</td> <td>\$13</td> <td>\$15</td> <td>\$17</td> <td>\$19</td> </tr> </tbody> </table>		2025	2026	2027	2028	Individual	\$4	\$5	\$6	\$7	Individual +1	\$8	\$10	\$12	\$14	Family	\$13	\$15	\$17	\$19
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<b>Active (Part-Time) Monthly Contributions</b>	<p><b>Employees:</b></p> <p>Based on Scheduled hours/week, part-time contributions continue to be:</p> <ul style="list-style-type: none"> <li>• Greater than or equal to 20 hours = 50% of cost of coverage.*</li> <li>• Less than 20 hours = 100% of cost of coverage*.</li> </ul> <p>* Note: Calculation of cost of coverage is subject to annual adjustment.</p>																				
<b>Coverage Levels</b>	<p><b>Employees:</b></p> <p>Exam: 1 exam per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$0 copay</li> <li>• Non-Network: \$28 allowance towards exam cost</li> </ul> <p>Frame Allowance: 1 allowance per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$130 allowance towards frame cost</li> <li>• Non-Network: \$30 allowance towards frame cost</li> </ul> <p>Lenses Allowance: 1 set per 12 months</p> <ul style="list-style-type: none"> <li>• Network: \$0 copay Covers std. plastic lenses: Single, Bi-focal, Tri-focal, Lenticular, Progressive, Polycarbonate at 100%; Progressives (\$112 allowance)</li> <li>• Non-Network: \$30-\$80 allowance towards lenses</li> </ul> <p>Contact Lenses Allowance: Allowance per 12 months</p> <ul style="list-style-type: none"> <li>• Network:\$150 allowance towards contact lenses</li> <li>• Non-Network:\$150 allowance towards contact lenses</li> </ul> <p>2nd Pair Benefit: Network Only: Allows for a 2nd pair of glasses or contact lenses allowance after the first pair benefit is utilized, per 24 months.</p>																				



Flexible Spending Account (FSA)	
<b>Plan</b>	<p><b>Employees:</b> DIRECTV Flexible Spending Account Plan</p> <p>No change from current plan, except those that are mandated by healthcare reform legislation (PPACA).</p>
<b>Contribution Minimum/Maximums</b>	<p><b>Employees:</b></p> <p>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.</p>
Life Insurance	
<b>Program</b>	<p><b>Employees:</b> DIRECTV Group Life Insurance Program for Active Employees*</p> <p>*Provisions as they change from time to time.</p> <p>This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.</p>
<b>Active Benefits</b>	<p><b>Employees:</b> No change from current program.</p> <p>Note: Contribution amounts are subject to annual adjustments.</p>
<b>Definition of Pay</b>	<p><b>Employees:</b> change from current program.</p>
Adoption	
<b>Policy</b>	<p><b>Employees:</b> DIRECTV Adoption Reimbursement Policy</p> <p>No change from current policy.</p>
<b>Coverage</b>	<p><b>Employees:</b> No change from current policy.</p>
Commuter	
<b>Policy</b>	<p><b>Employees:</b> DIRECTV Commuter Benefit Policy.</p> <p>No change from current policy, except as mandated by IRS Code Section 132 Regulations.</p>
<b>Coverage</b>	<p><b>Employees:</b></p> <p>Pre-tax deductions for parking and mass transit.</p> <p>No change from current policy. Eligible expense and monthly limits continue to follow IRS Code Section 132 Regulations.</p> <p>Note: Annual adjustments apply.</p>

Provision	Eligible Retired Employees
<b>Retiree Provisions</b>	Effective 1/1/2025  Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.
<b>Medical</b>	
<b>Program</b>	Eligible Retired Employees shall be eligible to participate in the same choice of programs, options and provisions as a similarly situated active Current Employee, 2009 New Hires, 2012 New Hires, 2016 New Hires or 2020 New Hires, except as noted in the sections below.
<b>Eligible Retired Employees (Full-Time) Monthly Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul>
<b>Eligible Retired Employees (Part-Time) Monthly Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul>
<b>Medicare Part-B Premium Reimbursement</b>	<u>2020 New Hires, 2016 New Hires, 2012 New Hires and 2009 New Hires:</u> Not Eligible.
<b>Dental</b>	
<b>Program</b>	Eligible Retired Employees shall continue to be eligible to participate in the same program provisions as similarly situated Employees except as noted in the sections below.
<b>Eligible Retired Employee (Full-Time) Monthly Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul>

<b>Eligible Retired Employees (Part-Time) Monthly Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*.</li> <li>Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage.</li> </ul>
<b>Life Insurance</b>	
<b>Eligible Retired Employees Basic Life (Company Paid)</b>	<p><u>2020 New Hires and 2016 New Hires:</u> \$15,000 Retiree Basic Life</p> <p><u>2012 New Hires and 2009 New Hires:</u> No change from current program.</p>
<b>Eligible Retired Employees Supplemental Life (Retiree Paid)</b>	<p><u>2020 New Hires, 2016 New Hires, 2012 New Hires, 2009 New Hires:</u> No change from current program except that current contributions shall be the same as for similarly situated active employees.</p>
<b>Definition of Pay</b>	<p><u>2020 New Hires, 2016 New Hires, 2012 New Hires, 2009 New Hires:</u> No change from current program.</p>
<b>Vision</b>	
<b>Eligible Retired Employees Vision Program</b>	<p><u>2020 New Hires:</u> Eligible Retired Employees shall be eligible to participate in the <b>DIRECTV</b> Eligible Former Employee Vision Program.</p> <p><u>2016 New Hires, 2012 New Hires, 2009 New Hires:</u> Eligible Retired Employees shall continue to be eligible to participate in the AT&amp;T Eligible Former Employee Vision Program</p>
<b>Eligible Retired Employees Monthly Retiree Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u> Eligible Retired Employees will continue to pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
<b>Eligible Retired Employees (Part-Time) Monthly Retiree Contributions</b>	<p><u>2020 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible are ineligible for coverage.</li> </ul> <p><u>2016 New Hires and 2012 New Hires:</u></p> <ul style="list-style-type: none"> <li>Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy.</li> <li>Eligible Retired Employees who are Medicare eligible continue to be ineligible for coverage.</li> </ul> <p><u>2009 New Hires:</u> Eligible Retired Employees will continue to pay 100% of full cost of coverage* with no Company subsidy.</p> <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>

<b>Provision</b>	<b>Employees and Eligible Retired Employees</b>
<b>Voluntary</b>	
<b>Discretionary Program</b>	<b>DIRECTV Voluntary Benefits Platform (products offered as they may change from time to time).</b>

**Benefits – Kaiser Arrangement**

The Company will continue to offer fully-insured managed care options such as HMOs at the Company's discretion.

The following terms with regard to the offering of Kaiser Permanente of California to the Employees of the Agreement (Kaiser Arrangement) will apply effective 1/1/2025.

1. Term of Kaiser Arrangement: Effective 1/1/2025 and terminates 12/31/2028.
2. Eligibility, as defined in the Benefits MOA, subject to the Agreement residing in California only (Eligible California Employees).
3. Plan Design: Same terms and conditions as provided by Kaiser to Current Employees who are Eligible California Employees in plan year **2024**, subject to **continued availability of the same terms and conditions as a group insurance policy from Kaiser Permanente of California to DIRECTV**, changes in law and the exceptions below (Kaiser Plan).
  - If the cost of the Kaiser Plan to **DIRECTV** under the Kaiser Arrangement for a Plan Year is less than or equal to the cost to **DIRECTV** of the Company self-insured medical plan Option 1 available to Eligible California Employees, the following monthly contributions will apply to Eligible California Employees who are enrolled in the Kaiser Plan during the Plan Year:

For 2009 New Hires, 2012 New Hires, 2016 New Hires:

Plan Year	2025	2026	2027	2028
Individual	\$120	\$128	\$137	\$146
Family	\$335	\$358	\$383	\$410

For 2020 New Hires:

Plan Year	2025	2026	2027	2028
Individual	\$142	\$151	\$161	\$172
Family	\$397	\$422	\$451	\$481

- If the cost of the Kaiser Plan to **DIRECTV** for a Plan Year is in excess of the cost to **DIRECTV** of the Company self-insured medical plan Option 1 available to Eligible California Employees, monthly contributions will apply to Eligible California Employees who are enrolled in the Kaiser Plan during the Plan Year equal to the contributions outlined above, plus the cost difference between the Kaiser Plan and the Company self insured plan Option 1 for the coverage tier elected.

Note: Working Spouse/Partner Contribution and Tobacco Use Contribution apply.

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# **APPENDIX C**

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**Memorandum of Agreement**  
**CWA/NETT Academy**

This Memorandum of Agreement confirms our understanding regarding the CWA **NETT** Academy training program.

Within thirty (30) calendar days of ratification, and each quarter thereafter and for the life of the contract, the Company agree to promote the CWA **NETT** Academy training program.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date

**Memorandum of Agreement**

**Documentation**

This Memorandum of Agreement confirms our understanding regarding retention of personnel folder documentation regarding employees who have been subject to disciplinary action for attendance or work performance.

The Company's policy on the retention of personnel folder documentation regarding job performance in the areas of attendance, quality, and/or quantity of work on employees who have been subject to disciplinary action is:

1. Disciplinary action is taken for attendance or work performance.
2. If the problem has been corrected, the records will be destroyed within one year from the date that disciplinary action was taken.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date



**MEMORANDUM OF AGREEMENT**

**ELIMINATE FORCE FREEZES, FORCE LIMITATIONS, & METERING**

1. Before implementing any force limitation, the Company will give the affected Union Local(s) and District 9 fourteen (14) calendar days advance notice during which time the Union Local(s) and the principle managers in the Officer organization planning to implement the force limitation will meet to discuss the need for the force limitation. In addition, the Officer of the impacted organization will notify the Local(s) and District 9 in writing. The notification will contain the following:

- Organization name
- Title(s) affected
- Location(s)
- Start date and end date of the force limitation
- Rationale for the force limitation
- Action plan to resolve the force limitation

It is understood, however, that this agreement does not prejudice the Company's right to implement the force limitation at the end of the 14-calendar day period.

2. Each request for a force limitation must be accompanied by a plan designed to return the affected group to an unrestricted flow of transfers. The Business Unit Officer will periodically review the progress being made toward resolution of the situation and notify the affected Union Local(s) and District 9 on a quarterly basis.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**

*Derek Walker*

*Brian Cattaneo*

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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

\_\_\_\_\_  
April 7, 2024  
Date

**MEMORANDUM OF AGREEMENT**  
**EMPLOYEE INITIATED TEMPORARY ASSIGNMENTS**

This Memorandum of Agreement confirms our understanding that it would be beneficial for an employee to be able to initiate a request for a temporary assignment, subject to Management approval. Such temporary assignment would incur no cost to the Company and must have final approval from the Company and the Union. Therefore, the Company and the Union agree to the following:

An employee, or the Local Union on an employee's behalf, may initiate a request to the employee's supervisor to be temporarily assigned to a different work location for humanitarian reasons. When such request is made, Management will contact the Local Union to discuss the request and reach an agreement on the terms of such temporary assignment.

The local agreement will contain the period of the temporary assignment, which may be extended by agreement of Labor Relations and a District 9 CWA Representative. Employee-initiated temporary assignments will not cause the Company to incur any contractual costs such as relocation, per diem, mileage reimbursement, etc. All local agreements must be approved by Labor Relations and District 9 Representative referred to above.

The entire process, from the time the employee or Local Union initiates the request until a decision is made by Labor Relations and District 9, will normally take no more than three (3) business days.

Neither this process nor the actual terms of the temporary assignment will be subject to the grievance and arbitration procedure.

This Memorandum of Agreement will become effective upon ratification of the 2024 Collective Bargaining Agreement and may be terminated by either party by giving thirty (30) days prior written notice to the other party of its intention to terminate this Memorandum of Agreement. If this Memorandum of Agreement is cancelled, any temporary loans in place would be allowed to continue to the ending date contained in the local agreement.

**COMMUNICATIONS WORKERS  
OF AMERICA**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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April 7, 2024  
Date

**DIRECTV, LLC**



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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

**MEMORANDUM OF AGREEMENT**  
**FLEXTIME**

The Company and the Union agree that Local Management and the Local Union may establish a Flextime Work Schedule Procedure in accordance with the following:

- The Company or the Local Union may initiate a discussion regarding a Flexible Work Schedule Procedure.
- Where there is mutual agreement, the parties will jointly develop the flextime procedure.
- Flextime schedules are limited to the same calendar day and to scheduled hours of work in that calendar day. For employees on a four-ten schedule flextime schedules are limited to the same calendar day and to ten (10) hours of work in that calendar day.
- Flextime is intended to allow for unexpected situations and is not intended to circumvent the attendance policy.
- In those locations where employees are required to fill out time sheets, all schedule variations must be posted on their time sheets.
- Flextime arrangements cannot create a premium/differential pay opportunity/obligation.
- An employee's shift will not change as a result of flextime.
  - Local agreements must be in writing.
  - The parties to any Local agreements will include a provision for either party to cancel the Local agreement with written notice.
- Prior to implementation, the Company and Union Bargainers must approve all Local Agreements.
  - Neither the local Flextime Agreement nor any procedure that the parties establish regarding Flextime will be subject to the grievance or arbitration process.

The parties to any local agreements do not have the authority to establish a procedure that violates any provision of the collective bargaining agreement. Should it later be determined that a locally agreed procedure is, in fact, a violation of the collective bargaining agreement, the Company will not incur any liability for that violation.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

This agreement is not subject to the grievance or arbitration process and may be canceled by either party with thirty (30) days written notice.

**COMMUNICATIONS WORKERS  
OF AMERICA**

*Derek Walker*

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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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April 7, 2024  
Date

**DIRECTV, LLC**

*Brian Cattaneo*

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

## Memorandum of Agreement

### Four-Ten Work Schedules

This Memorandum of Agreement ("Agreement") confirms our understanding regarding the four-day workweek for **Services** Technicians in **Field Services** located in the West region. For the purpose of this agreement, the provisions of the Contract apply unless otherwise specified in this Agreement.

The Company and the Union agree that in work groups where the Company and the Local Union have agreed to participate, employees will be eligible to volunteer to select a Four Ten Work Schedule by seniority. The Company or the Local Union can terminate an established four-ten work schedule at any time for any reason with 30 days written notice.

Overtime will be paid as follows.

- a. Hours worked in excess of ten (10) hours in a workday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
- b. Hours worked in excess of fourteen (14) hours in a workday shall be paid at the rate of two (2) times the employee's regular rate of pay.
- c. Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

A vacation week will always equal forty (40) hours of time off. The employee's scheduled vacation week will be changed to a five-day (5), Monday through Friday, eight (8) hour schedule. Vacation weeks taken a day-at-a-time should be converted to hours for administrative purposes. A vacation day will be ten (10) hours unless the remaining balance of vacation hours is less than ten (10) hours.

Personal **Days Off** specified in **Article 6** should be converted to hours for administrative purposes. A personal day off will be ten (10) hours unless the remaining balance of Personal Day Off hours is less than ten (10) hours.

An employee's work schedule during a holiday week shall be reverted to a five (5) day schedule.

Employees who work more than ten (10) hours\* shall be allowed an additional fifteen (15) minute break period.

(\*10 hours of work time excluding any unpaid breaks such as a lunch break)

Paid illness absence will be granted in accordance with **Article 6**. Paid illness absence days should be converted to hours for administrative purposes. An employee who is eligible for illness absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

*Derek Walker*

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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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April 7, 2024  
Date

**DIRECTV, LLC**

*Brian Cattaneo*

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

**MEMORANDUM OF AGREEMENT  
MILITARY LEAVE OF ABSENCE**

This Memorandum of Agreement confirms the parties' understanding regarding the pay and benefits treatment to be afforded CWA represented employees in the Company who are called up emergency duty associated with disaster relief efforts by a State Government and placed on a **DIRECTV** Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order).

The following provisions will be effective for such employees and will supersede any contrary agreements or policies concerning military pay allowances and benefit coverages otherwise applicable to employees on Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order).

- While on this Military Leave of Absence, such employees will receive a pay differential (i.e., the difference between his/her Company wages ( including applicable shift differential but excluding overtime pay) and military pay (where military pay is less), for the period of the Leave covered by the State Governmental order, anticipated to be no more than 30 days. If the State Government order is extended or covers a period greater than 30 days, the maximum period during which the military pay differential will be paid will not exceed 90 days from the Leave's inception.
- Other benefits that are provided to employees on a Military Leave of Absence (for those not called to Involuntary Active Duty by Presidential Executive Order) shall continue unchanged.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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April 7, 2024  
Date

**DIRECTV, LLC**



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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

## MEMORANDUM OF AGREEMENT

### REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

**DIRECTV, LLC** ("the Company") and Communications Workers of America ("the Union"), enter into this Memorandum of Agreement Regarding Neutrality and Card Check Recognition as of the last date of the parties' signatures on this Agreement.

1. **Duration.** This Agreement is effective as of the date stated above, and shall remain in effect for the life of the **2024** Core Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.
2. **Applicability.**
  - (a). All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.
  - (b). As used herein, "the Company" means **DIRECTV, LLC** and all other present and future companies, divisions, subsidiaries or operating units thereof.
  - (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. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3. below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as "non-management."
  - (d). In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.
  - (e). The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.
3. **Card Check Recognition Procedure.**
  - (a). When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, and home address.



- (b). The Union will give twenty-one (21) days' notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.
- (c). (1). The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator 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. 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 disputes with respect to this sub- paragraph shall be Richard Bloch. If he cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.  
  
(2). If either the Company or the Union believes that the bargaining unit as agreed or determined in (c). (1). above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c). (1).
- (d). The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).
- (e). For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.
- (f). In the event the Union fails to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b). above.

- (g). As soon as practicable after the aforesaid recognition and upon written request by the Union, the Company, or the appropriate subsidiary, division or operating unit thereof shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

#### **4. 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 representations 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 authorizations from employees as provided for in paragraph 3. (b)., 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, **DIRECTV, LLC**, or any of their officers, agents, directors or employees.
- (c). This agreement supersedes and terminates any and all other agreements, Memorandum 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 any Company entity.

**5. 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.

#### **6. Recognition for New Entities and New Work.**

- (a). The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.

- (b). If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity 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 and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.
- (c). If management determines that fifty percent (50%) or less of the non-management work to be performed by any such new entity will consist of work previously performed by members of a pre-existing Union bargaining unit, then the Company agrees that, within a reasonable time after the said determination has been made, or concurrently with the giving of the notice referenced in paragraph 6. (a)., above, whichever is later, the Company will so inform the Union in writing. To the extent permitted by law, the Company shall presume, in making any determination as set forth in this paragraph 6., that each employee of the new entity who was a member of a pre-existing Union bargaining unit wishes to remain represented by the Union. These employees shall be counted as having signed valid authorization cards should a card signing effort be undertaken in the new entity within one year after the new entity begins operations employing such employees.
- (d). Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

**7. 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 to gain entry to, all 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.

**8. Job Offers to Employees in Existing Bargaining Units.** In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

- (a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of **DIRECTV, LLC**, or

- (b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of **DIRECTV, LLC**, the Union agrees that, once the recognition has occurred, an offer of a job in another entity to an employee in an existing bargaining unit shall have the same effect as if the same job or one of similar status and pay were offered by the employer under the collective bargaining agreement(s) for that bargaining unit. This shall include, without limitation, application of any contractual reassignment pay protection provisions and the satisfaction of any bargained-for employee right to a job offer. Except as specified in paragraph 10., below, nothing in this paragraph 8 shall be construed as a waiver by the Union of any legal rights it may have to challenge or contest the reorganization, restructuring, or other event described in 8.(a). and/or 8.(b). above.

**9. Dispute Resolution.** Except as to disputes referenced in paragraph 3. (c). 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 3.(c). 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 parties agree that prior to seeking such relief, they will meet and confer as set forth above.

**10. Waiver of Certain Other Claims.**

- (a). The Union promises and agrees that, in connection with any arbitration provided for in this Agreement, and in connection with any legal or administrative suit, proceeding or charge arising subsequent to the effective date of this Agreement between the Union and any **DIRECTV** company, 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 **DIRECTV, LLC** and/or any of its current or future subsidiaries, and/or their divisions, units, agents or affiliates, 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 execution date of this Agreement, in the administration and/or control of labor relations by **DIRECTV** or any of its entities, companies, divisions, or subsidiaries; 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 preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b). The provisions of this paragraph 10 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.

**11. 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.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**

*Derek Walker*

*Brian Cattaneo*

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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date

**ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING CARD CHECK  
RECOGNITION**

**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 conditions of employment.

I understand that if CWA presents cards for recognition signed by more than 50% of the \_\_\_\_\_ employees eligible to be in the bargaining unit, (Company name) will recognize CWA as the bargaining representative of this unit without a representation election being conducted by the National Labor Relations Board and (Company name) would bargain with CWA concerning the terms of my employment and my working conditions.

I have also agreed to the membership provisions on the other side of this card.

## MEMORANDUM OF AGREEMENT

### REHIRED RETIREES

General Provision - These rules are applicable to any individual who is hired into a job title covered by the **2024 West Field Services** CWA Collective Bargaining Agreement ("Agreement") and at the time of hire is eligible for post-employment health and welfare benefits ("benefits") under a **DIRECTV** sponsored plan. Nothing herein shall be construed to address benefits (including eligibility or provisions) for any period subsequent to the term of this Agreement.

i. Definitions

- Rehired Retiree: An individual who is hired into an active bargained temporary, term, regular, part-time or full-time job title covered by the **2024 West Field Services** CWA Collective Bargaining Agreement who at the time of hire is eligible for post-employment benefits under a **DIRECTV** sponsored medical plan.
- Applicable Benefit Plans: Applies only to Medical, Medicare Part B premium reimbursement, Dental, Vision and Life Insurance benefits that are provided under a **DIRECTV** sponsored benefit plan.

ii. Eligibility Rule: A Rehired Retiree is not eligible for both active and retiree level of benefits at the same time. A Rehired Retiree will only be eligible for the retiree level of benefits until the date the active employee company subsidy for health and welfare benefits is first available for that Rehired Retiree.

Upon eligibility for the active employee Company subsidy, the Rehired Retiree shall be eligible for the active level of employee benefits under the terms and conditions applicable to similarly situated Employees and ceases to be eligible for post-employment benefits during the period the Rehired Retiree is eligible for active level of benefits.

If retirees described above were eligible were eligible for Company-subsidized coverage immediately prior to rehire, they will be immediately eligible for all active new hire employee benefits including subsidized contributions on the first day of the month following the date of rehire, unless the hire date is on the first day of the month, in which case the eligibility date is the date of hire.

Retirees who were ineligible for Company subsidized coverage immediately prior to rehire, will continue to be subject to the applicable waiting period for company-subsidized benefits. These employees will still be able to enroll and pay 100% of the cost of active new hire coverage during the waiting period and will then pay the same subsidized contribution after the waiting period as active new hires.

Eligibility upon Termination: Upon loss of eligibility for the active level of benefits, the Rehired Retiree will be eligible for the post-employment benefits of the Applicable Benefit Plans under the terms and provisions applicable to an employee in their New Hire group under the Agreement.

Effective January 1, **2025**, and the terms of this MOA will apply to all Rehired Retirees who are employees at that time.

It is intended that this MOA supersedes any Health and Welfare provisions currently in place for Rehired Retirees regarding coverage under the Applicable Benefit Plans, and will be applied according to the terms of this Agreement with respect to the Applicable Benefit Plans.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date



**MEMORANDUM OF AGREEMENT REGARDING  
SCHEDULING**

This Memorandum of Agreement covers the understanding reached between the Company and the Union concerning scheduling in the job title of Services Technician.

The Company will endeavor to schedule tours to allow technicians to have two (2) consecutive days off each week as noted below:

1. Consecutive Off Days - Friday & Saturday
2. Consecutive Off Days - Saturday & Sunday
3. Consecutive Off Days - Sunday & Monday

The number of slots available for each of these three (3) options will be subject to the needs of the business and determined by the Company but the total number of slots for these three (3) options will not fall below the number of technicians within the workgroup. Employees will exercise their seniority in selecting their work schedules.

While the Company reserves the right to call employees into work on their day off, under the terms and conditions of the existing bargaining agreement, one (1) of these slots of two (2) consecutive days each week, will be designated as a guaranteed two (2) consecutive days off per month.

Should the Company change how it schedules tours from the manner outlined above, it agrees that employees will be guaranteed one (1) weekend off per month. This requirement shall not pertain in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the parties, and will be implemented with the next tour selection following ratification of the 2024 Collective Bargaining Agreement.

**AGREED:**

**FOR THE UNION:**

**FOR THE COMPANY:**

*Derek Walker*

*Brian Cattaneo*

\_\_\_\_\_  
Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

\_\_\_\_\_  
Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

\_\_\_\_\_  
April 7, 2024  
Date

\_\_\_\_\_  
April 7, 2024  
Date

## Memorandum of Agreement

### Services Technicians

#### Addition of Job Duties Beyond the Scope of the Current Services Technician Job Description

1. If job duties which are beyond the scope of the current **Services** Technician job description are added to the **Services**-Technician job ("additional **Services** Technician job duties"), the Company will notify the Union. The notification will include the reason for the additional job duties and the labor market comparisons used by the Company to arrive at the Company's recommended wage rate. Following such notification, the Company may proceed to add the additional job duties to the **Services** Technician job and pay according to the recommended wage rate.
2. The Company agrees to meet with the Union upon the Union's request to discuss any aspect of the additional job duties and market data which led to the Company's decision regarding the recommended wage rate.
3. Within thirty (30) calendar days from the Union's receipt of the notification of the additional **Services** Technician job duties, the Union shall have the right to initiate negotiations concerning the wage rate established by the Company.
4. If negotiations are not so initiated within the thirty (30) calendar day period described above or if agreement is reached between the parties concerning the wage rate within sixty (60) calendar days following the Union's receipt of the Company's notice of additional **Services** Technician job duties, the wage rate set by the Company or agreed to by the Parties shall remain in effect.
5. If negotiations are so initiated and if the parties are unable to reach agreement on the wage rate within sixty (60) calendar days following the Union's receipt of notification of the additional **Services** Technician job duties, the Union must notify the Company in writing of its intention to submit the issue of an appropriate wage rate to a Neutral Third Party for resolution, to be selected as set forth below.

NOTE: The Union's written notice shall specify the wage rate the Union believes should be assigned to the job duties in question and the reasons why.

If such notification is not received by the Company within sixty (60) calendar days of the Union's receipt of notification of the additional **Services** Technician job duties, the matter shall be considered settled in the Company's favor and shall not be subject to further handling under this procedure, nor may the issue be submitted to the problem resolution, grievance and arbitration procedures.

6. The Neutral Third Party previously referred to shall be selected by mutual agreement of the parties from a panel of six (6) arbitrators selected for their expertise in the field of job evaluation.

The members of the panel may be changed by mutual agreement of the parties. Though the panel members will normally receive first consideration, the parties reserve the right to jointly select a Neutral Third Party outside of the panel to serve on an ad hoc basis.

- A. The Neutral Third Party will render a written decision within fifteen (15) working days after the hearing.
  - B. The Neutral Third Party is empowered to decide only whether the wage rate assigned by the Company or the wage rate requested by the Union is the appropriate wage rate based on labor market data.
  - C. The Neutral Third Party is not empowered to assign a wage rate other the wage rate proposed by the Company or the wage rate proposed by the Union or to render a decision on any other issues.
  - D. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of the collective bargaining agreement.
7. The following procedures will be used in the Neutral Third Party process involving wage rate disputes regarding additional **Services** Technician job duties:
- A. The Union may submit for hearing only those **Service** Technician wage rate decisions for which the Union has received written notification of the Company's decision as required by this Memorandum of Agreement.
  - B. Unless otherwise agreed to by the parties, disputes will be heard in chronological order, with the oldest cases heard first, based on the date the Union received written notification of the Company's wage rate decision.
  - C. In all disputes regarding the wage rate decisions for additional **Services** Technician job duties, the description of tasks and duties of the **Services** Technician developed by the Company shall be the basis for review by the Neutral Third Party under this procedure.
  - D. Each party shall be represented at the hearing by not more than one person, who will present the case of that party and who will conduct all questioning and make all arguments for that party, and who shall have authority to enter into stipulations governing procedure, law and facts.
  - E. The representatives of the parties are encouraged, but not required, to present the Neutral Third Party with a brief written statement of the issue, the facts and the arguments in support of their respective positions. If such statement is not presented in written form, it shall be presented orally at the beginning of the hearing.
  - F. The hearing will be informal without rules of evidence and without a transcript. However, the Neutral Third Party shall be satisfied that the evidence submitted is a type on which the Neutral Third Party can rely, that the hearing is fair in all respects and that all reasonably obtainable facts necessary to a fair settlement are brought before the Neutral Third Party.

All questions of procedure and evidence not covered by these guidelines or by agreement between the parties shall be determined by the Neutral Third Party.

G. All witnesses who testify at the hearing shall be sworn or shall make an affirmation. All witnesses may be cross-examined and may be re-examined by both parties.

H. Unless otherwise directed by the Neutral Third Party, the order of presentation at the hearing shall be as follows:

After preliminary matters have been addressed:

- The **Company** may make an opening statement and thereafter the Union may make an opening statement.
- The **Company** will then present its evidence, after which the Union will present its evidence.
- At the close of the Union's evidence, the **Company** may present rebutting evidence, following which the Union may present surrebutting evidence.

I. Each exhibit introduced by a party shall be filed with the Neutral Third Party. A copy of each exhibit shall be provided to the other party. Unless the representatives of the **Company** and the Union agree otherwise, the Neutral Third Party may retain copies of all exhibits submitted during the hearing.

J. At the conclusion of the hearing, either or both parties may present a closing argument.

K. Each party may submit a short written summary of the issues raised at the hearing and arguments supporting its position within five (5) working days after the hearing.

The Neutral Third Party will render a written decision within ten (10) working days after receiving the briefs or, if no briefs are submitted, within fifteen (15) working days after the hearing.

L. The decision of the Neutral Third Party, within his/her defined authority, shall be final and binding on all parties, but will not constitute a precedent for other cases or problems and may not be cited or used as a precedent in any other arbitration proceedings or any other hearings between the parties.

M. The **Company** shall under no circumstances be liable for back pay for more than six (6) months after the date the Union was informed in writing of the additional **Services Technician** job duties and the **Company's** recommended wage rate.

N. The compensation and expenses of the Neutral Third Party will be shared equally by the **Company** and the Union. The **Company** and the Union shall each bear the compensation and expenses of their respective representatives and witnesses.

8. The procedures set forth above shall be the exclusive means by which the Union may challenge the addition of job duties which are beyond the scope of the current **Services Technician** job description and the associated wage rate set by the **Company**.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

*Derek Walker*

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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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April 7, 2024  
Date

**DIRECTV, LLC**

*Brian Cattaneo*

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

**MEMORANDUM OF AGREEMENT**

**SERVICES TECHNICIAN GUARANTEED TIME OFF**

This Memorandum of Agreement (MOA) confirms our understanding regarding Guaranteed Time Off.

1. Subject to the limitations below, an employee will be allowed, on request, to take off one (1) of his or her vacation days or paid Personal Days Off ("Guaranteed Time Off").
2. The Guaranteed Time Off may be taken in up to two (2) half (1/2) day increments.
3. The **Business Unit** may designate up to three (3) months of a year as unavailable for Guaranteed Time Off. The designated unavailable months will be established no later than the last week of November, for the following calendar year. Once the unavailable months to take Guaranteed Time Off for the following calendar year have been established, they will not be changed; except, however, the Company may, at **its** discretion, make a month(s) which has been previously designated as unavailable, available.
4. At least one (1) person per vacation schedule, per day, (for vacation schedules of one hundred (100) employees or less), or one (1) person per one hundred (100) employees (for vacation schedules larger than one hundred (100) employees), will be allowed Guaranteed Time Off, unless otherwise mutually agreed locally.
5. Guaranteed Time Off is only available for use Monday through Friday and is not available for use on Company Paid Holidays.
6. Eligibility requirements for vacation days are set forth in **Article 6** of the **2024** Collective Bargaining Agreement.
7. Eligibility requirements for paid Personal Days Off are set forth in **Article 6** of the **2024** Collective Bargaining Agreement.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date

**Memorandum of Agreement**

**Successorship**

**DIRECTV** ("Company") agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of employees subject to this Collective Bargaining Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the existing Collective Bargaining Agreement(s), provided that the Buyer shall have the right to re-open the unexpired Collective Bargaining Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Communications Workers of America ("Union") hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the Collective Bargaining Agreement(s), whichever is earlier. In no event will the terms of this Successorship Memorandum of Agreement limit any of the Company's existing rights under this Agreement. The Company further agrees it will notify the Union at least 30 days prior to the close of such proposed transaction and, during such 30-day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

This Memorandum of Agreement will remain in effect through the term of the **2024** Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**

*Derek Walker*

*Brian Cattaneo*

\_\_\_\_\_  
Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

\_\_\_\_\_  
Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

April 7, 2024  
Date

April 7, 2024  
Date

**Memorandum of Agreement**

**Temporary and Term Employees Who Are Going To Be Work Completed**

This Memorandum of Agreement confirms our understanding regarding Temporary and Term employees who have been given notice that they will be work completed.

Temporary and Term employees who have been notified that they are going to be work completed and have been given a work complete date will be allowed to be considered for other Temporary, Term, or Regular positions that are posted on the Company **Employee Portal** even though they are an active Temporary or Term employee.

For Temporary and Term employees such notice shall also be considered given two weeks prior to the completion of their Temporary (one year) or Term (3 years) period of employment. Such Temporary or Term employees will also be allowed to be considered for other Temporary, Term, or Regular positions that are posted on the Company **Employee Portal** even though they are an active Temporary or Term employee.

This agreement shall not be subject to citation in any other case, including but not limited to future grievances, arbitration and mediation hearings between the parties.

This agreement shall not be subject to the grievance and arbitration procedures.

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date



Memorandum of Agreement

Tuition Aid

This Memorandum of Agreement confirms our understanding regarding the changes to the Tuition Aid Policy.

<b>PROVISION</b>	
<b><i>SCHOOL/DEGREE PROGRAM / COURSE ELIGIBILITY</i></b>	
Approved Degree Programs	20 Approved Undergraduate Degree Programs; 8 Approved STEM* Masters Degree Programs (stand alone courses, courses in other Masters Degree programs and Doctorate Degree program courses are not eligible)
<b><i>REIMBURSABLE EXPENSES</i></b>	
Textbooks	Covered
<b>REIMBURSEMENT CAPS</b>	
Annual Tuition Cap for Full-Time Employees	Undergraduate Courses and Graduate STEM* Courses \$5,250
Tuition Annual Cap for Eligible Part-Time Employees	> 20 Hrs - 75% of course costs, cap \$5,250 < 20 Hrs - 50% of course costs, cap \$5,250
Tuition Lifetime Cap	Undergraduate - \$20K (Graduate \$25K if completing degree) (One Degree Each)
<b><i>PROCESS DETAILS</i></b>	
Payment Process	Reimbursement
Interval for Application Submission	Within 60 calendar days following course end date
Deadline for Course Completion Documentation	With application/ Within 60 calendar days following course end date
<b><i>EMPLOYEE ELIGIBILITY</i></b>	
Eligibility - Regular Full-Time Employees	Courses must <u>begin</u> after employee has 6 months NCS
Eligibility - Regular Part-Time Employees	Courses must <u>begin</u> after employee has 6 months NCS
Must Disclose on the Application (TAP will not duplicate assistance)	Grants, Scholarships and Veterans Benefits

<b>APPROVAL REQUIREMENTS</b>	
Departmental Approval Requirements	Undergraduate Courses – <b>Business Unit</b> ; must be approved if in an Approved Degree Program and meets all other eligibility requirements under the policy.  STEM* Masters Degree Program Courses – <b>Business Unit</b>  *STEM = Science, Technology, Engineering and Mathematics
<b>REPAYMENT REQUIREMENTS</b>	
Repayment of Unsubstantiated Pre-payments	NA (Courses not reimbursed)
Repayment if Voluntarily Separates (Resigns or Retires)	Yes: 100% of payments received during past year; 50% of payments received during one to two years Prior to separation

***The Company may amend or change individual participation and the Tuition Aid Policy or any part thereof, or reduce, modify or suspend terms at their sole discretion.***

This Memorandum of Agreement will remain in effect through the term of the 2024 Collective Bargaining Agreement between the Parties.

**COMMUNICATIONS WORKERS OF AMERICA**

**DIRECTV, LLC**




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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

\_\_\_\_\_  
Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

\_\_\_\_\_  
April 7, 2024  
Date

**Memorandum Of Agreement**

**Work Boot Allowance**

The Company and the Union agree to provide employees in the Services Technician job title an annual Work Boot Allowance beginning January 2025.

The Work Boot Allowance will be \$175 and will be included in the participating employee's paycheck during first quarter of each year beginning 2025 and continuing through the expiration of the 2024 Collective Bargaining Agreement. The \$175 is expected to be utilized for purchasing boots. If the boots that the employee purchases are more than \$175, the employee is responsible for the price difference.

It is the employee's responsibility to ensure their boots are in compliance with the Company footwear requirements as outline in the EH&S Boot Guidelines policy. Employees' boots will be checked for compliance as part of Safety Observations.

Employees on leave/disability will not receive the \$175 Work Boot Allowance until they return to active duty.

This MOA will remain in effect through the term of the 2024 Collective Bargaining Agreement for DIRECTV West Bargained Employees.

**COMMUNICATIONS WORKERS  
OF AMERICA**

**DIRECTV, LLC**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

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April 7, 2024  
Date

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April 7, 2024  
Date

**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 3 Section 3.08 (Payroll 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 2024 Collective Bargaining Agreement between the Parties.

**FOR THE UNION:**



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America

**FOR THE COMPANY:**



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Brian Cattaneo  
Senior Director, Labor Relations  
DIRECTV

## ATTACHMENT A

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

\* Asterisk indicates a required field.

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

Second page - CWA Membership Form:

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

Fields:

First Name\*

Last Name\*

Work Location Address\*

Work Location State\*

Employee ID

Local Number

Home Address\*

Home City\*

Home State\*

Home Zip\*

Personal E-mail Address\*

Personal Cell Phone

CWA Text/Call Opt-in

Membership question - radio buttons with two options:\*

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

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

**Automatically collected fields:**

**Signature Date**

**Timestamp**

**IP Address**

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

**Header: “I hereby authorize DIRECTV to deduct from the compensation (including disability benefits or vacation payments) due me an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.**

**This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice by me and individually sent by email to the Company. This cancellation of authorization must be sent electronically during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.**

**Fields:**

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

**First Name\***

**Last Name\***

**Work Location Address\***

**Work Location State\***

**Employee ID**

**Local Number**

**Home Address\***

**Home City\***

**Home State\***

**Home Zip\***

**Personal E-mail Address\***

**Personal Cell Phone**

**CWA Text/Call Opt-in**

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

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

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

**Automatically collected fields:**

**Signature Date**

**Timestamp**

**IP Address**

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

**Fields:**

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

**First Name**

**Last Name**

**Occupation**

**Local Number**

**Home Address**

**Home City**

**Home State**

**Home Zip**

**Personal Email Address**

**Personal Cell Phone**

**CWA Text/Call Opt-in**

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

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

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

- New Enrollment
- Change of Amount
- Cancellation

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

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

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

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

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

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year.

Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.”

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

Automatically collected fields:

Signature Date

Timestamp

IP Address

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

If opted in for membership: Welcome to CWA!

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

Building a strong union at DIRECTV requires that we all pitch in to help out. We’re excited for you to get involved! To find out how, contact [insert contact]

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

Name: [value]

Work Location Address: [value]

Work Location State: [value]

Employee ID: [value]



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

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

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

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

Dues Deduction Authorization: [value]

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

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

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

Name: [value]  
Occupation: [value]  
Address: [value]  
City: [value]  
State: [value]

**Zip: [value]**

**Personal Email: [value]**

**Personal Cell Phone: [value]**

**I want union-related updates from CWA via cell (text & voice): [value]**

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

**Type: [value]**

**Political Contributions Authorization:[value]**

**Electronic Signature: [value]**

**Signature Date: [value]**

April 7, 2024

**Derek Walker**  
**Staff Representative**  
District 9  
Communications Workers of America  
**2804 Gateway Oaks Drive, Suite 150**  
**Sacramento, CA 95833**

RE: CVS Caremark

Dear **Derek**,

**DIRECTV** has arranged with CVS Caremark to designate all CVS pharmacies as a part of the Caremark mail order fulfillment process. Essentially, this will permit **DIRECTV** 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, **DIRECTV** will continue to have this arrangement available to bargained **DIRECTV** employees. This arrangement is solely at **DIRECTV's** discretion and can be terminated or modified at any point during the term of the contract.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations

April 7, 2024

**Derek Walker**  
**Staff Representative**  
District 9  
Communications Workers of America  
**2804 Gateway Oaks Drive, Suite 150**  
**Sacramento, CA 95833**

RE: Company Wellness

Dear **Derek**:

Bargained **DIRECTV** employees represented by the CWA under the **DIRECTV** West Medical Program shall continue to be eligible to participate in the **DIRECTV Caring For You** Program as provided below.

The **Caring For You** Program include Wellbeing Resources, Programs and Tools as they change from time to time, as well as access to online portals and applications with a variety of tools and resources. Below are examples of the benefits and services that are available to eligible bargained employees under **Caring For You**:

- 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 and Quality Transparency Tool
  - Quality ratings and estimated costs for healthcare providers, physicians, specialists and prescription drugs
  - Reviews for nearby doctors, dentists, facilities and services
  - Expert second opinion
  
- Health Assessment and Portal

Certain Services are only available to employees who enroll in an **DIRECTV** self-insured medical program option. Currently, employees who enroll in a fully-insured medical coverage option such as an HMO or waive medical coverage (opt-out) may also be given access to all or part of the **Caring For You** program as determined by the Company.

The Company retain the unilateral right to change, modify, amend or discontinue the **Caring For You** Program and/or their component parts.

This letter will remain in effect through the term of the **2024** Collective Bargaining Agreement.

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo". The signature is written in a cursive style with a large initial "B".

---

Brian Cattaneo  
Senior Director, Labor Relations

April 7, 2024

**Derek Walker**  
**Staff Representative**  
**Communications Workers of America – District 9**  
**2804 Gateway Oaks Drive, Suite 150**  
**Sacramento, CA 95833**

**RE: Contracting Out**

**Dear Derek,**

**It is the Company's objective to consider carefully the interests of both the customer and employee along with all other considerations essential to the management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company does use contractors as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require the Company may subcontract bargaining unit work.**

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations

April 7, 2024

**Derek Walker**  
**Staff Representative**  
Communications Workers of America – District 9  
**2804 Gateway Oaks Drive, Suite 150**  
**Sacramento, CA 95833**

RE: Health Savings Account (HSA)

Dear **Derek**,

**DIRECTV** does not have an **DIRECTV** sponsored Health Savings Account (HSA) Plan. However, employees in the CWA District 9 bargaining unit **who are enrolled in a medical program option which qualifies as a High Deductible Health Plan under the Internal Revenue code** can contribute to a **DIRECTV** vendor **provided** HSA through payroll deductions. Currently, that vendor is Fidelity, though **DIRECTV** may change that vendor as **DIRECTV** deems appropriate. Alternatively, employees may open an HSA at another financial institution, although payroll deduction would not be available **for contributions to HSAs established** in such other institutions.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations

April 7, 2024

**Derek Walker**  
**Staff Representative**  
District 9  
Communications Workers of America  
**2804 Gateway Oaks Drive, Suite 150**  
**Sacramento, CA 95833**

Re: Nanodegree Programs

Dear **Derek**,

Bargained employees in the **2024 DIRECTV** CWA Collective Bargaining Agreement by and between the Company and the Communications Workers of America will be eligible for tuition reimbursement for approved Nanodegree Programs via participation in the **DIRECTV Non-Management Tuition Aid Policy**. The Company retains and CWA recognizes the Company's unilateral right to amend, change, end or cancel the Nanodegree programs offered under the **DIRECTV Non-management Tuition Aid Policy** or any part thereof at its sole discretion and without bargaining.

This Letter of Understanding will remain in effect through the term of the **2024 DIRECTV** CWA Collective Bargaining Agreement between the Parties.

Sincerely,



---

Brian Cattaneo  
Senior Director, Labor Relations

Concurred:



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Derek R. Walker  
Staff Representative, District 9  
Communications Workers of America