



2023

National Video Contract

Communications Workers of America



and

DIRECTV, LLC

Effective August 12, 2023 through August 7, 2027

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AGREEMENT

This agreement is made and entered into as of **August 12, 2023** by and between COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union") and **DIRECTV, LLC** (hereinafter called the "Company"). This agreement will generally be referred to as the "National **Video** Contract" ("**NVC**"). The Company and the Union agree as follows:

ARTICLE 1 RECOGNITION

Section 1.01 The Company hereby recognizes the Union as the exclusive bargaining representative for the employees having the job titles listed in Section 1.02 below who are not represented by another union and are not in another CWA bargaining unit.

Section 1.02 Applicable job titles:

Dispatcher

Dispatcher (WFH)

Technical Support Specialist

Technical Support Specialist (WFH)

Section 1.03 The Company recognizes the Union as having sole power to execute agreements with the Company in regard to wages, hours of employment and other conditions of employment affecting the represented employees described above.

ARTICLE 2
COMPANY-UNION RELATIONS

Section 2.01 The Company and the Union recognize that it is in the best interest of both parties, the employees, the customers of the Company 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 the exclusive bargaining representative of all employees covered by this Contract.

Section 2.02 The Union agrees to furnish the Company with a list of the names of authorized Union representatives and their Union titles and provide updates to the list as changes are made.

Section 2.03 Unpaid Union Time

Union representatives shall be excused from their work assignments without pay to perform Union activities subject to the following:

- A. The Union recognizes that service requirements, as determined by the Company, must be taken into consideration in excusing Union representatives from work to perform Union activities.
- B. Except for unusual circumstances, Union representatives shall give at least one (1) week notice, if possible, prior to the requested time off for Union activities.
- C. Time off for Union activities will be limited to three hundred (300) hours per calendar year, per Union representative, except that up to **three (3)** Union representatives may have time off for Union activities limited to 600 hours per calendar year, and up to **two (2)** representatives may have time for union activities limited to eight hundred (800) hours per calendar year. Time off to engage in formal negotiations for subsequent collective bargaining agreements shall not be included in determining the amount of time off for the purpose of this section. However, those identified by the Union may be granted additional time upon approval at the Company bargaining level.
- D. One (1) representative may request a leave of absence without pay while on business pertaining to the Union. This leave of absence will be granted once during the term of this Agreement. The leave shall be for an initial period of not less than thirty (30) calendar days and not to exceed one hundred and eighty (180) calendar days. A Union Representative who, at the time an unpaid leave of absence is granted under this paragraph (D), has accumulated more than three hundred (300) hours of time off for Union activities will be counted as one of the **three (3)** representatives entitled to take up to six hundred (600) hours per calendar year or one of the **two (2)** representatives entitled to take up to eight hundred (800) hours per calendar year under paragraph C above dependent on the actual amount of time accumulated over three hundred (300) hours.
 1. For such leaves of absence, an employee shall:
 - a. receive full service credit for all purposes except wage progression;
 - b. remain under their current level of benefits for medical, dental, vision and life insurance plans with applicable contributions paid by the employee.

2. Meetings with Management during a period of leave of absence shall not be considered as breaking a continuous period of leave of absence and shall be included in the period of such leave.
3. Upon application for reinstatement at or prior to expiration of leave of absence, employee(s) shall be returned to a job of like status and pay.

E. Time off for Union activities shall not be deducted from the employee's seniority.

Section 2.04 Paid Union Time

If attendance at any meeting or the performance of any Union activity is at the Company's request, the time involved shall be excused with pay at the straight time rate, subject to the following provisions:

- A. Pay shall be allowed only if the employee has been excused from duty in advance by the employee's supervisor to attend the meeting or perform the Union activity.
- B. The meeting pertains to matters relating to employees of the Company represented by the Communications Workers of America.
- C. Paid time is limited to the actual meeting time, and will be paid at the straight time, not to exceed eight (8) hours of pay.
- D. Under no circumstance, will an overtime rate be paid to employees as a result of attending a meeting with management or performing Union activities under this Section.
- E. The Company will compensate **two (2)** 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 during bargaining. 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 fifteen (15). The expenses of all Union representatives will be borne by the Union.

Section 2.05 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 representative, subject to the Company's practices and the requirements of Government regulations.

- B. The Union, or employees acting as its officers or agents, may conduct Union activities and distribute Union literature, on Company premises with notification to the appropriate Company Representative. Activities shall only be permitted on Company premises when both the employees performing the activity and the employees to whom the activity is directed are on non-work time (such as lunch periods, rest periods and before or after an employee's work time). Distribution of Union literature may take place only in areas where work is not performed and on the employee's non-work time. Union literature shall not contain anything controversial or anything derogatory to the Company or any of its employees. Should the Union distribute any Union literature that, in the judgment of the Company, is at variance with the spirit and intent of this Section, such literature shall be immediately collected by the Union upon notification by the Company.
- C. Union activities involving the solicitation of members on the Company's premises shall be carried on only in accordance with the following:
1. Solicitation of employees shall only be made during periods when neither the Union representatives nor the employees being solicited are on Company time, excluding paid rest periods and lunch periods.
 2. Such solicitation shall not be carried on in space where the Company's operations or administrative work is being performed.
 3. Such solicitation shall be limited to small groups of employees (not to exceed four (4)), unless authorization for a larger group is obtained in advance from the appropriate Company representative.
 4. Such solicitation shall not interfere with the operations of the Company or the use of the space for the purposes for which the space was intended.

ARTICLE 3

UNION SECURITY AND PAYROLL DEDUCTIONS OF UNION DUES

Section 3.01 Employees shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members within thirty (30) calendar days after they enter the bargaining unit.

Section 3.02 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 (30th) calendar day following the employee's return to the bargaining unit. The term formal separation includes transfers and assignments out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than thirty (30) calendar days duration.

Section 3.03 Section 3.01 and 3.02 above shall apply in all states allowed by law on the effective date of this contract. If during the term of this Contract the Union shall become duly authorized under the laws of another state to enter into this type of union security agreement, the effective date of this Section as to employees in that state shall be thirty (30) calendar days after the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in that state.

Section 3.04 The Company agrees to collect Union dues monthly and on a designated pay period through payroll deduction from the employee's **paycheck**, upon receipt of a written authorization form signed by the employee and delivered **electronically** to the Company. This authorization shall continue in effect until cancelled, by written notice sent to the Company **electronically** during the fourteen (14) day period prior to each contract anniversary date or during the fourteen (14) day period prior to the termination date of the current or any subsequent contract.

Section 3.05 Dues or their equivalent deductions shall be in an amount, which is provided **electronically** to the Company in writing by the Union as being the regular monthly membership dues.

Section 3.06 The Company agrees to remit the amount of Union dues deducted to the designated representative of the Union on a monthly basis, along with 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 as agreed upon by the parties from time to time.

Section 3.07 The Company assumes no responsibility to the employee or the Union for any failure to make or any errors made in making such deductions, but will make efforts, as it considers appropriate, to correct any errors or omissions.

Section 3.08 It is agreed that the payroll deduction of Union dues shall be in lieu of the Union's 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.

Section 3.09 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.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 4.01 During the life of this agreement, the Union agrees that it will not call, encourage or condone any strike, slow down or work stoppage against the Company.

Section 4.02 The Company agrees that there will be no lockout of employees in this bargaining unit during the duration of this agreement.

Section 4.03 The Company and the Union agree that any work stoppage or delay and/or failure to reach a new collective bargaining agreement in this bargaining unit will not result in a work stoppage in any other bargaining unit with employees of an **DIRECTV** company or in any way impact the other collective bargaining agreements and/or relationships between the Union and any other **DIRECTV** company.

The Company and the Union further agree that any work stoppage or delay and/or failure to reach a new collective bargaining agreement for any other **DIRECTV** bargaining unit will not result in a work stoppage between the Union and the Company for this unit or in any way impact the collective bargaining agreement and/or relationship between the Union and the Company.

Section 4.04 In the event of a work stoppage in any other **DIRECTV** bargaining unit that is an occupant in the same building as this bargaining unit, the Company and the Union agree that a separate entrance will be established for the exclusive use of the employees in this bargaining unit.

ARTICLE 5
BULLETIN BOARDS

Section 5.01 Upon written request from the Union, the Company agrees to install or move bulletin boards for the exclusive use of the Union. The number and location of the bulletin boards shall be determined jointly by the Company and the Union, with due regard to visibility and accessibility to employees.

Section 5.02 Unless agreed upon in advance by the Company, the Union agrees not to post Union material any place on the Company's premises other than on Union bulletin boards. Material posted on bulletin boards shall not contain anything controversial or anything derogatory to the Company or any of its employees. The Union assumes responsibility for compliance with the provisions contained herein. Should the Union post material that, 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.

Section 5.03 If the Union violates any provision of this Article, 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 bulletin boards.

ARTICLE 6
NONDISCRIMINATION
AFFIRMATIVE ACTION
FEDERAL AND STATE LAWS

Section 6.01 In a desire to restate their respective positions, neither the Company nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, age, sexual orientation, gender identity, disability, genetic information, marital status, citizenship status, military status, veteran status, or any other status protected by applicable federal, state or local law.

Section 6.02 In the event that any Federal or State law, regulation, 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 6.03 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 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 the Human Resources Director **designee**, and one (1) Union representative (the "ADA Committee").

- A. The ADA Committee is empowered to resolve any issues or problems regarding a potential conflict between obligations under the ADA and the terms of this Contract.
- B. Agreements made by the ADA 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.
- C. Unresolved issues or problems regarding potential conflicts will not delay or defer the Company's actions. If the ADA 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 submitted directly to arbitration.
- D. The Union representative participating in the ADA Committee, if an employee of the Company, will be paid for attending ADA Committee meetings in accordance with Article 2, Section 2.04. **These meetings will normally be held virtually, unless otherwise mutually agreed.**

ARTICLE 7
CLASSIFICATION OF EMPLOYEES

Section 7.01 For the purposes of this agreement, all employees hired after the effective date of this agreement, unless otherwise specified by management, will be probationary. 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.

Section 7.02 Part-time

Part-time employees are employees who are normally scheduled to work less hours per average month than a comparable full-time employee.

Section 7.03 Regular Employees

Regular employees are employees whose employment is reasonably expected to continue for longer than twelve (12) months. A regular employee may be either full-time or part-time.

Section 7.04 Temporary Employees

Temporary employees are employees who are engaged for a specific project or for a limited period with a definite understanding that employment will terminate upon completion of the project or at the end of the period. Temporary employment is expected to continue for not more than twelve (12) months. A temporary employee may be either full-time or part-time.

Section 7.05 Term Employees

Term employees are employees who are engaged for a specific project or for a limited period of normally not less than one (1) year or more than three (3) years with a definite understanding that employment may terminate on or before completion of the project or at the end of the period.

Section 7.06

The provisions of Article 12 shall not apply to Temporary or Term Employees.

ARTICLE 8
SENIORITY

Section 8.01 Seniority as used in this agreement shall be determined by Net Credited Service (NCS) with the Company. Net credited service shall mean “term of employment” as set forth in the applicable pension plan for the employee(s) covered by this Agreement.

Section 8.02 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.

ARTICLE 9

TIME OFF

Section 9.01 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, and an employee is not scheduled to work, the employee may choose an extra day's pay or request an additional Personal Day Off. When the Holiday falls on a Saturday and the employee is scheduled to work, Section 9.02, Working On a Holiday will apply.

Section 9.02 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 (1 ½) for each hour worked on the holiday.

Section 9.03 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 9.04 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 for Personal Days Off and to be eligible to accrue vacation.

However, an employee may take vacation which (s)he will 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.

Section 9.05 Vacation Eligibility

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

- A. One (1) week of vacation upon completion of six (6) months of service.
- B. 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.
- C. 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.
- D. 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.
- E. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

NOTE: After employees reach their initial six (6) months of net credited service, vacation days are accrued proportionately during the calendar year.

Section 9.06 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 scheduled in accordance with Section 9.08. A vacation week that is carried over must be taken by April 30th.

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.

Section 9.07 Payments in Lieu of Vacation

- (a) In the event of an employee's resignation or other termination of employment, other than termination for misconduct, before using all the vacation which the employee is eligible to accrue under Section 9.05 (Vacation Eligibility), an amount equivalent to such unused accrued vacation shall be paid to the employee or his or her beneficiary or estate. In the event of an employee's termination for misconduct, the employee waives and forfeits any right (s)he may have to receive pay for vacation accrued at the time of termination including any rights under California Labor Code Section 227.3 or any similar law in another state.

- (b) To determine the number of “accrued” current year vacation hours for employees who have completed at least six (6) months of service and who are eligible as noted in Section 9.05 (Vacation Eligibility), see the chart below:

Month Employee Leaves Company or (Credited Months)	Annual Eligible Vacation Hours				
	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)
	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

- (c) In the event of an employee’s death, retirement, or layoff before using all the vacation which the employee is eligible to receive under Paragraph 9.05 (Vacation Eligibility), an amount equivalent to such unused vacation, as though it was granted based on the number of years net credit service and not based on the accrual language, shall be paid to his or her beneficiary or estate.

Section 9.08 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. The Company may in its discretion allow employees within a work group to take one (1) week of vacation in four (4) hour increments.

Section 9.09 Personal Days Off

Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management. Such time will be approved to the extent practicable consistent with force requirements.

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

The Company may at its discretion place employees on Personal Days Off and require them to take Personal Days Off at a specified time. The number of Personal Days Off that management may place employees on, is limited to not more than two (2) in each vacation year. Should the need to place employees on a Personal Day Off occur, the Company will provide thirty (30) days notice to the affected employees.

Section 9.10 Carry-Over Of Personal Days Off

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

Section 9.11 Selection Of Personal Days Off

All Personal Days Off 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 in two (2) hour increments. Four (4) Personal Days Off may be taken in one (1) hour increments. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

Section 9.12 Sequence Of Time Off

All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

Section 9.13 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. Employees shall be allowed pay for necessary scheduled time absent due to jury duty. Payment for such absent time shall consist of basic pay and any extra payments for night work which would otherwise have been received had the regular scheduled tour been worked.

The Company will grant unpaid time off for other court ordered processes. For example, an employee who is subpoenaed as a witness, acts as a voluntary witness (unless the employee has been directed by the Company to appear as a witness), attends a child custody court proceeding, appears for a traffic citation, or serves on voluntary jury duty, such as serving on certain grand juries and time to serve is made available, will be granted excused unpaid time off. Employees are expected to notify their supervisors as soon as possible of the need for time off to comply with any court order.

Section 9.14 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 (including legally recognized partner), grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other persons living in the same household. **Payment for such absent time shall consist of basic pay which would otherwise have been received had the regular shift been worked.**

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

Section 9.15 Absence

A. Employees hired after July 23, 2016:

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 forty (40) paid illness absence hours per calendar year.

Employees must notify their supervisor before their scheduled start time that they will be absent from work due to illness.

B. Employees hired on or before July 23, 2016:

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 forty (40) paid illness absence hours per calendar year. Employees having seven (7) or more years of NCS shall be paid at the basic wage rate for illness absences on scheduled workdays, up to a maximum forty-eight (48) paid illness absence hours per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work due to illness. Employees who report to work and subsequently become ill must notify their supervisor prior to leaving work and, in such cases, will be paid for the remainder of the day if paid time as described above is available.

Section 9.16 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.

Section 9.17 Time Off For Part-Time Employees

All paid time off described in Article 9 will be prorated for part-time employees based on actual hours worked during the prior calendar quarter. Proration for newly hired part-time employees will be based on their normally scheduled hours until the employee has worked for a full calendar quarter.

ARTICLE 10
WORKING CONDITIONS

Section 10.01 Work Schedules

The Company will determine and post the work schedules. Insofar as the needs of the business and the abilities of the employees permit, Net Credited Service will be the deciding factor when assigning work schedules. Determination of the “needs of the business and the abilities of the employees” rests solely with management. 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 one (1) week and are subject to change, with forty-eight (48) hours notice to the employee. However, work schedules will not be posted for employees who normally work the same hours Monday through Friday.

Section 10.02 Split Work Days

The Company may schedule employees to work a split workday. A split workday is a divided workday, with hours off in between.

Section 10.03 Change Of Hours

If an employee is notified less than eighteen (18) 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 10.04 Cancellation Of Hours

- A. If an employee is notified less than eighteen (18) 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.
- B. If an employee reports to work and his/her hours are canceled for the remainder of the day, the employee will receive four (4) hours of pay at the straight time rate or pay for the actual hours worked, whichever is greater.

Section 10.05 Overtime

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 applicable Federal and/or State Laws.

Section 10.06 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 8:00 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:

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 10.07 Sunday Premium Payments

Employees who work on a Sunday shall receive the rate of one and one-half (1½) 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.

Section 10.08 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 10.09 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 10.10 Relief Differential

Employees will be paid a differential of **one dollar and fifty cents (\$1.50) per hour** when in addition to their normal duties they relieve or assist a manager. Relief Differential assignments specifically exclude administering discipline to other employees.

Section 10.11 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 10.12 Temporary Assignment To a Higher Job Classification

An employee temporarily assigned by management to perform the duties of a job title with a higher top wage rate shall receive a classification differential for each day the employee performs the full scope of duties of such job title for three (3) or more hours. Such daily classification differential shall be one-fifth (1/5) of the promotional increase which would apply if the assignment in the higher classification were on a permanent rather than a temporary basis.

Section 10.13 Travel and Temporary Work Locations

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.
- C. Employees may be assigned to work at a temporary work location. When employees are assigned **by the Company** 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.
- D. **Any travel time resulting from an employee initiated request to temporarily change their assigned regular work location must be approved by management and is not eligible for travel time pay or transportation expenses.**
- E. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

Section 10.14 Overnight Trips

If the Company determines that overnight travel is required, the employee will, unless otherwise provided below, be reimbursed for expenses which are supported by receipts **for item A below, when applicable**, as follows:

- A. Transportation expenses as described in Section 10.13; payment for transportation expenses which can reasonably be charged or pre-paid by the Company such as airline tickets and rental cars should be charged or pre-paid.
- B. Lodging Expenses, approved in advance by the Company; payment of lodging which can reasonably be charged or pre-paid by the Company should be charged or pre-paid.
- C. **Per diem of thirty-nine dollars (\$39).**

Section 10.15 Changes to Job Titles

- A. Whenever the Company determines it is appropriate to create a new job title or change a job title in the bargaining unit, it shall give advance notice to the Union. The Union may initiate negotiations over wage schedules regarding new job titles.
- B. Whenever, during the life of the Contract, the Company determines it appropriate to create a new job title in the bargaining unit, it shall proceed as follows:
 - 1. The Company will give advance notice to the Union in writing of such new job title and provisional wage schedule. Notification will include information about the new or changed job title and the assigned provisional wage schedule. Upon such notification, the Company may proceed to staff such position within the provisional wage schedule.
 - 2. The Company agrees to meet with the Union, upon the Union's request, to discuss all aspects, which led to the Company's decision to create the new job title and the assigned provisional wage schedule.
 - 3. The Company will conduct a follow-up review to assess whether the provisional wage schedule 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 Company will notify the Union in writing. The notification will include information regarding the wage schedule to which the title will be assigned. If the wage schedule is different than the provisional wage schedule, employees will be placed into the same wage schedule step as they were on the provisional wage schedule. Time spent in the provisional wage schedule will be counted toward any progression increases.
- C. Within thirty (30) days from the Union's receipt of the notice referred to in Section 10.15(B)(3), the Union shall have the right to initiate negotiations concerning the wage schedule established by the Company.
- D. The parties agree that they shall negotiate for a period of no more than sixty (60) calendar days from the date such negotiations commenced. If no agreement is reached within the sixty (60) calendar days, the Union may elect to submit the issue to a Neutral Third Party for resolution. The Union will notify the Company in writing of its intent to submit the issue to a Neutral Third Party within thirty (30) calendar days from the conclusion of the negotiations. If the Company does not receive written notification within the thirty (30) calendar day period referred to above, the matter shall be considered settled in the Company's favor.

- E. All the time limits in Section 10.15 may be extended by mutual agreement.
- F. If the parties reach an agreement, such agreement on the wage schedule shall be applied retroactively to the day of establishment of the new job title and wage schedule.
- G. The Neutral Third Party referred to above shall be selected from the panel of arbitrators referred to in Section 14.13 of this agreement.
 - 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 schedule.
 - 3. The Neutral Third Party shall have no authority to add to, subtract from, or modify any provisions of this Agreement.
 - 4. The Neutral Third Party's decision shall be applied retroactively to the day of the establishment of the new job title and wage schedule.
- H. The procedures set forth in Section 10.15 shall be the exclusive means by which the Union may dispute the wage schedule set by the Company.

Section 10.16 Call-In Payments

An employee contacted while at home and off duty and required to report to work during non-scheduled periods or during a previously excused scheduled tour on an authorized holiday shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the appropriate rate. Payment for time worked on a call-in plus pay for traveling time, as specified, shall not be less than two (2) hours pay at the applicable rate.

**ARTICLE 11
COMPENSATION**

Section 11.01 Eligibility

All employees who are active on the payroll (not on disability or a leave of absence) on the effective date of a lump sum, general increase, or progression increase will be eligible for the increase.

Employees, who on the effective date of the wage increase and/or lump sum payment, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase and/or lump sum payment effective on their return to work date.

Lump sum payments will be prorated for disability and leave of absence.

Section 11.02 Wages

General Increases, Lump Sums, and Wage Schedules are located in Appendix A.

<u>Job Title</u>	<u>Wage Schedule</u>
Dispatcher	1
Dispatcher (WFH)	1
Technical Support Specialist	2
Technical Support Specialist (WFH)	2

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 11.03 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.

ARTICLE 12 FORCE ADJUSTMENT

Section 12.01 Transfers

The Company may in its discretion hire employees off the street 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 using the internal online post and bid process. Employees with at least eighteen (18) 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. 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 12.02 Relocation Of Work

When the Company relocates work, the Company may if it deems appropriate, offer the affected employees the opportunity to follow their work to the new location. Employees who follow their work to the new location will be considered as employee initiated transfers and may be offered a relocation allowance.

Section 12.03 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, and meet with the Union to obtain input on its proposed layoff process, prior to notifying the affected employees. Employees will be laid off in a process determined by the Company. 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 may, in a process determined by the Company, offer employees the opportunity to voluntarily resign and receive a severance payment as provided in Section 12.04.

Section 12.04 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 - 59 Months	4 Weeks of pay
60 - 71 Months	6 Weeks of pay
72 – 83 Months	8 Weeks of pay
84 Months or More	10 Weeks of pay

Note: Part-time employees will receive a prorated amount based on the rules identified in Section 9.17.

Section 12.05 Priority Rehire

Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment for a position they are qualified for within this Agreement, will receive priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

ARTICLE 13

BENEFIT PLANS

Section 13.01 In the event, during the life of this contract, the Company desires to make any change to the Benefit Plans which would affect the benefits of employees within the bargaining unit, it will, before making any such 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 benefits provided thereunder, as they may apply to employees within the bargaining unit, without consent of the Union.

Section 13.02 Any claim that section 13.01 has been violated may be presented as a grievance and, if not resolved by the parties under their Problem Resolution Process, may be submitted to arbitration pursuant to provisions of Article 14. 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 Plans or their administration to the grievance or arbitration procedures.

Section 13.03 The sole remedy for issues with respect to questions of whether benefits are due to covered employees, including the amount of any benefits due, is the claim and appeal process as defined in each of the Benefit Plans.

Section 13.04 The agreements between the Company and the Union regarding benefit plans establish the benefits that the Company will provide to employees in the bargaining unit, but are not intended to be plans or plan documents under the Employee Retirement Income Security Act (ERISA).

ARTICLE 14
PROBLEM RESOLUTION PROCESS

Section 14.01 To the extent practicable, prior to any operational changes in a work location or work area which affect the working conditions of employees, the manager will communicate these changes to the appropriate Union representative in advance of any changes and solicit input from the Union representative.

Section 14.02 All issues or prospective grievances may be taken up informally with the appropriate manager in an effort to resolve the matter. In no case will such an informal attempt to resolve an issue or grievance result in a modification of the time limits, for filing a formal grievance.

Section 14.03 The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final resolution of the grievance, the Company shall not deal directly with the employee on any grievance already filed by the Union, without Union concurrence, but shall deal directly with the Union representative.

Section 14.04 Grievances

It remains the mutual goal of the Company and Union to resolve all issues and grievances at the lowest possible level. Any employee complaint not resolved under Section 14.02 above and which is reduced to writing, setting forth specifically the substance of the grievance and the specific provision or provisions of the Agreement allegedly violated, if any, delivered **electronically** by a Union representative in accordance with Section 14.05 below within forty-five (45) calendar days of the action complained of, except for termination which shall be filed within thirty (30) calendar days of the action complained of, shall be considered and handled as a formal grievance. The Company will provide the Local Union with information requested in writing relevant to the grievance within fourteen (14) calendar days following the presentation of the grievance. For any deadline under this Article, the date to determine compliance with a deadline shall be the date of **the email** containing the communication.

Section 14.05 The formal grievance procedure shall consist of two successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

- A. Step 1: The **designated Company representative** shall meet with the Union as soon as practicable and offer a decision on the grievance in writing within fourteen (14) calendar days after completing the meeting(s) unless mutually agreed otherwise in writing by the parties.
- B. Step 2: If the decision of the Company in Step 1 is unsatisfactory to the Union, the grievance may be appealed **electronically** within fifteen (15) calendar days after a decision has been rendered at the first step. The designated **Labor Relations** representative shall meet with the Union representative as soon as practicable and offer a decision in writing on the grievance within fourteen (14) calendar days after completion of the meeting(s) unless mutually agreed otherwise in writing by the parties.

- C. For all formal grievances, the designated Company representative shall, within fourteen (14) calendar days of receipt of a written notice of a grievance or a grievance appeal, contact the Union representative to schedule a mutually agreeable meeting date and location. Upon mutual agreement, the **Step 1 grievance meeting** may be conducted by telephone. **A Step 2 grievance meeting will be conducted virtually.** The designated Company representative will provide a decision in writing within fourteen (14) calendar days after completion of the meeting(s), unless mutually agreed otherwise by the parties.
- D. At either step of the grievance procedure described above, up to two (2) employees of the Company will suffer no loss in base pay for time consumed in traveling to and from grievance meetings and in presenting grievances under this section.
- E. The Company and the Union desire to process grievances in an expeditious manner. Accordingly neither party will recess a grievance at Step 2 in excess of sixty (60) calendar days, unless otherwise agreed. If the grievance meeting is not reconvened within sixty (60) calendar days from the initial recess date, the grievance shall be considered denied. The Union may then appeal the grievance in accordance with the time limits set forth herein.

Section 14.06 A decision at Step 2 of the formal grievance procedure as set forth above shall be deemed full completion of the formal grievance procedure, effective either on the date of the Company's decision or the date the decision is deemed denied.

Section 14.07 Grievances may be presented **electronically** by the Union during working hours. The Company shall not pay for time spent by the Union preparing grievances during working hours.

Section 14.08 Every effort should be made to conduct grievance meetings **virtually**; however the Company and the Union may mutually agree that a **Step 1** grievance meeting may be conducted **in person** at a mutually agreed upon time and location.

Section 14.09 Failure to submit or pursue a grievance under the terms and conditions of this Article shall be construed as a waiver by the employee and the Union of the formal grievance. Any complaint of this type may be handled by the Company as an informal grievance on an informal basis, at the Company's discretion, and will not be subject to arbitration.

Section 14.10 Regardless of any provision in this Agreement, no discipline, including suspension or discharge, of employees with less than one year's continuous service with the Company, will be subject to arbitration.

Section 14.11 Arbitration

It is agreed by both the Union and the Company that any arbitration under this Agreement shall be strictly confined to either the suspension or dismissal for just cause of any employee with one or more years of continuous service, or to differences arising out of the interpretation or application of specifically identified articles or sections of this Agreement or such other agreements specifically making reference to arbitration under this Article. The Union and Company further agree that any arbitration under this Agreement shall be exclusive, final and binding.

Section 14.12 If the decision of the Company's representative at the conclusion of Step 2 of the grievance procedure above is unsatisfactory to the Union, then within sixty (60) days of the date of the conclusion of the grievance procedure the Union may send the Company an **electronic** request in writing to arbitrate the grievance. With any request for arbitration during the sixty-day period in this section, the Union may also submit to the Company a request in writing to "stop the clock" on further proceedings under this Article; however, any "stop the clock" request under this section shall last no more than eighteen (18) months, or such other period as the parties may mutually agree in writing, after which time the grievance shall be deemed withdrawn if the Union does not proceed to arbitration under this Article.

Section 14.13 Within thirty (30) calendar days after submitting its written request for arbitration to the Company, the Union may notify the Company of its desire to select an arbitrator.

- A. Any matter submitted to arbitration shall be heard and determined by a single impartial arbitrator mutually selected by the Union and the Company. The parties shall agree to a panel composed of seven (7) arbitrators. Arbitrators may be removed from the master list by written notice from either party to the other. Replacement of an arbitrator removed from the master list (either by death of the arbitrator or in accordance with this subparagraph) shall be by mutual agreement of the parties.**
- B. Arbitrators will be assigned cases in rotating alphabetical order.**
- C. The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. The parties shall each bear its own costs and expenses. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.**

The timeframes and other limitations set forth in this Agreement continue to apply. The arbitrator chosen by the parties shall hold a hearing as soon as possible and the arbitrator's decision shall be final and binding upon both parties and any employee affected. If one of the parties requests a transcript of the proceeding and the other party declines to share the cost of the transcript, the party ordering the transcript **has no obligation to share it with the other party.**

Section 14.14 The arbitrator shall be strictly confined to the subjects submitted for decision and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement or to substitute the arbitrator's discretion for that of the Management, but shall be limited in power and jurisdiction solely to determine whether there has been a violation of this Agreement and, if so, the appropriate remedy.

- A. If the arbitrator awards back pay, such award may include only such relief necessary to make the grievant whole. In the event of back pay, however, no award shall be retroactive to a period more than twelve (12) months preceding the request for arbitration by the Union in Section 14.13. Further, the Company will not be responsible for back pay during any period of delay, such as a "stop the clock" request or a hearing postponement, caused solely by the Union after it has requested arbitration.**

Section 14.15 Except where otherwise mutually agreed in writing, failure to submit a matter to arbitration within the times above stated, failure to pursue subsequent steps within the time and in the manner above stated, or failure to otherwise take any action required by this Article within the deadlines so stated shall constitute a waiver by the employee and the Union of the right to arbitration, and the grievance shall be deemed withdrawn.

ARTICLE 15

CONCLUSION

This Agreement shall be effective **August 12, 2023** and shall continue until 11:59 p.m. on **August 7, 2027**. Negotiations on a new contract shall begin not earlier than sixty (60) 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 to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of the present contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this **12th** day of **August, 2023**.

For Communications Workers of America

For DIRECTV, LLC



Brian Sawyer

Brian Cattaneo



Tony Shaffer

APPENDIX A

APPENDIX A - WAGES

A1. For all titles:

General increases will be applied as noted below.

- A 5% general increase to the top step of the wage schedules effective August 13, 2023. Increases to be applied exponentially.
- A 3% general increase to the top step of the wage schedules effective August 11, 2024. Increases to be applied exponentially.
- A 3% general increase to the top step of the wage schedules effective August 10, 2025. Increases to be applied exponentially.
- A 3% general increase to the top step of the wage schedules effective August 9, 2026. Increases to be applied exponentially.

WAGE SCHEDULES

**Dispatcher/
Dispatcher (WFH)**

Wage Schedule 1				
Step	8/13/2023	8/11/2024	8/10/2025	8/9/2026
1	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00
2	\$ 457.19	\$ 458.55	\$ 459.90	\$ 461.26
3	\$ 497.68	\$ 500.63	\$ 503.60	\$ 506.58
4	\$ 541.75	\$ 546.57	\$ 551.44	\$ 556.35
5	\$ 589.72	\$ 596.74	\$ 603.83	\$ 611.02
6	\$ 641.94	\$ 651.50	\$ 661.20	\$ 671.05
7	\$ 698.79	\$ 711.29	\$ 724.02	\$ 736.98
8	\$ 760.67	\$ 776.57	\$ 792.81	\$ 809.38
9	\$ 828.03	\$ 847.84	\$ 868.13	\$ 888.91
10	\$ 901.35	\$ 925.66	\$ 950.61	\$ 976.24
11	\$ 981.17	\$1,010.61	\$1,040.93	\$1,072.15

Technical Support Specialist/

Wage Schedule 2				
Step	8/13/2023	8/11/2024	8/10/2025	8/9/2026
1	\$ 572.00	\$ 572.00	\$ 572.00	\$ 572.00
2	\$ 610.83	\$ 612.64	\$ 614.46	\$ 616.28
3	\$ 652.31	\$ 656.17	\$ 660.06	\$ 663.98
4	\$ 696.59	\$ 702.80	\$ 709.06	\$ 715.37
5	\$ 743.89	\$ 752.73	\$ 761.69	\$ 770.75
6	\$ 794.39	\$ 806.22	\$ 818.22	\$ 830.40
7	\$ 848.32	\$ 863.50	\$ 878.95	\$ 894.68
8	\$ 905.92	\$ 924.86	\$ 944.19	\$ 963.93
9	\$ 967.42	\$ 990.57	\$1,014.28	\$1,038.55
10	\$1,033.11	\$1,060.96	\$1,089.56	\$1,118.94
11	\$1,103.25	\$1,136.34	\$1,170.43	\$1,205.55

APPENDIX B

MEMORANDUM OF AGREEMENT -- BENEFITS

The means for fulfilling the terms of this Agreement may be the Company’s adoption of its own plan and associated plan document or participation in an equivalent plan having a plan document that includes, for bargained-for employees, the benefits agreed to be provided pursuant to this Agreement and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs. The parties agree to the plans, policies 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 (including Exhibit 1):

All bargained employees, regardless of hire, rehire or transfer date, shall be referred to as a NVC Employee.

NVC Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-employment benefits are referred to as “Eligible Retired Employees.”

1. HEALTH AND WELFARE BENEFIT PLANS

A. Effective January 1, 2024, NVC Employees 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, as described in the applicable SPDs and SMMs, except as noted herein and in Exhibit 1.

Plan/Program/Policy	NVC Employees
DIRECTV Field Services T&T Employee Medical Program	X
DIRECTV Dental Program (Bargained provisions)	X
DIRECTV Vision Program (Bargained provisions)	X
DIRECTV Group Life Insurance Program for Active Employees*	X
DIRECTV Flexible Spending Account Plan	X
DIRECTV Disability Income Program	X
DIRECTV Leaves of Absence Policy	X
DIRECTV Employee Assistance Program	X
DIRECTV Commuter Benefit Policy	X
DIRECTV Adoption Reimbursement Policy	X
DIRECTV Voluntary Benefits Platform**	X

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

The Company may unilaterally modify the **DIRECTV Voluntary Benefits Platform from time-to-time or discontinue without further discussions with the Union.

- B. NVC Employees, including newly eligible NVC Employees and Eligible Retired Employees shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on July 23, 2023, 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. NVC 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 NVC Employee was eligible for as an active NVC 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** Eligible Former Bargained Employee Medical Program (as applicable to similarly situated NVC Employees), the **DIRECTV** Eligible Former Employee Dental Program, the **DIRECTV** Eligible Former Employee Vision Program, **DIRECTV** Eligible Former Employee Group Life Insurance Program for Bargained Employees, 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 C 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 terminated employment during the term of this Agreement.
- D. 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 Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in Exhibit 1 will govern. It is understood that certain benefits are subject to change to comply with implementation of the Patient Protection and Affordable Care Act (PPACA) and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law. Should any of these changes require bargaining, all other terms and provisions of the Agreement will remain in effect through expiration.

2. PENSION AND SAVINGS BENEFIT PLANS

- A NVC Employees shall participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions that were in effect on July 23, 2023.
- **DIRECTV** Retirement Savings Plan
 - Bargained Cash Balance Program #2 of the **DIRECTV Bargained** Pension Plan

Benefits Outline Summary – Exhibit 1																																														
Provisions	NVC Employees																																													
Active Employees																																														
Effective Date(s)	Health & Welfare: 1/1/2024																																													
Eligibility																																														
For Medical, Dental, Vision, Disability, and Life Insurance (unless otherwise specified)	<p><u>NVC Employees</u> Follow provisions of the applicable Program: Medical –DIRECTV Field Services T & T Employee Medical Program Dental –DIRECTV Dental Program (Bargained Employees) Vision –DIRECTV Vision Program (Bargained Employees) Disability Disability Income Program Life Insurance –DIRECTV Group Life Insurance Program for Active Employees*</p> <p>* This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.</p>																																													
Medical																																														
Program	<p><u>NVC Employees</u> All provisions of the DIRECTV Field Services T&T Employee Medical Program apply expect as provided below. Fully insured coverage options, such as HMOs, will continue to be available at the discretion of the Company.</p>																																													
Eligibility for Coverage	Eligibility for coverage continues to begin on the employee’s date of hire, provided the employee enrolls within the 31-day enrollment period. Employees pay the full cost of coverage until eligible for Company Subsidy.																																													
Eligibility for Company Subsidy	<p><u>NVC Employees</u> No change from current program.</p>																																													
Active (Full-Time) Monthly Contributions	<p>NVC employees will have a choice between the following three options:</p> <p><u>Option 1:</u> Monthly Contribution Amounts</p> <table border="1"> <thead> <tr> <th></th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$107</td> <td>\$112</td> <td>\$119</td> <td>\$126</td> </tr> <tr> <td>Family</td> <td>\$296</td> <td>\$310</td> <td>\$330</td> <td>\$350</td> </tr> </tbody> </table> <p><u>Option 2:</u> Monthly Contribution Amounts</p> <table border="1"> <thead> <tr> <th></th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$50</td> <td>\$55</td> <td>\$61</td> <td>\$67</td> </tr> <tr> <td>Family</td> <td>\$205</td> <td>\$219</td> <td>\$235</td> <td>\$250</td> </tr> </tbody> </table> <p><u>Option 3:</u> Monthly Contribution Amounts</p> <table border="1"> <thead> <tr> <th></th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$18</td> <td>\$23</td> <td>\$28</td> <td>\$33</td> </tr> <tr> <td>Family</td> <td>\$116</td> <td>\$130</td> <td>\$144</td> <td>\$157</td> </tr> </tbody> </table>		2024	2025	2026	2027	Individual	\$107	\$112	\$119	\$126	Family	\$296	\$310	\$330	\$350		2024	2025	2026	2027	Individual	\$50	\$55	\$61	\$67	Family	\$205	\$219	\$235	\$250		2024	2025	2026	2027	Individual	\$18	\$23	\$28	\$33	Family	\$116	\$130	\$144	\$157
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Family	\$116	\$130	\$144	\$157																																										
Active (Part-Time) Monthly Contributions	<p><u>NVC Employees</u> Part-time (at least 17 scheduled hours, but less than 25 scheduled hours per week) You pay 50% of the monthly Cost of Coverage Part-time (less than 17 scheduled hours per week) You pay 100% of the monthly Cost of Coverage</p>																																													

<p>Working Spouse/LRP Contribution</p>	<p><u>NVC Employees</u></p> <p><u>Spouse/LRP Access to Medical Coverage Additional Medical Contribution:</u> Participants whose spouse/LRP enrolls in DIRECTV sponsored medical coverage (within either self-insured or fully insured programs) but otherwise has access to medical coverage through their employer, excluding DIRECTV, will pay an additional monthly contribution toward their cost of coverage. The monthly additional contribution is shown below. The participant must attest that his or her spouse/LRP does not have access to medical coverage otherwise the additional contribution will be applied.</p> <p>Additional Monthly Medical Contribution:</p> <table border="1"> <tr> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> <tr> <td>\$110</td> <td>\$120</td> <td>\$130</td> <td>\$140</td> </tr> </table>	2024	2025	2026	2027	\$110	\$120	\$130	\$140																																																																
2024	2025	2026	2027																																																																						
\$110	\$120	\$130	\$140																																																																						
<p>Tobacco Use Contribution</p>	<p><u>NVC Employees</u></p> <p><u>Tobacco Medical Contribution:</u> Employees and/or spouse/LRP who use tobacco, are enrolled in DIRECTV -sponsored medical coverage (within either self-insured or fully insured programs) and who choose not to participate in a designated Tobacco Cessation program will pay an additional monthly contribution toward their cost of coverage. The employee and/or spouse/LRP must attest to no tobacco usage or engage in a Company-sponsored Tobacco Cessation program in the time defined during Annual Enrollment otherwise the additional monthly contribution will be applied. Engagement is currently defined as enrollment and participation. A tobacco user is currently defined as someone who has used tobacco products more than once a month on average. Tobacco products include cigarettes, cigars, pipes, e-cigarettes, vaporizers and smokeless tobacco. The definitions of engagement, tobacco user and 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:</p> <table border="1"> <tr> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> </tr> <tr> <td>\$70</td> <td>\$75</td> <td>\$80</td> <td>\$85</td> </tr> </table>	2024	2025	2026	2027	\$70	\$75	\$80	\$85																																																																
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	2024		2025		2026		2027																																																																		
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Option 3:

	2024		2025		2026		2027	
	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network
Ind	\$2,750	\$8,100	\$2,800	\$8,200	\$2,850	\$8,300	\$2,900	\$8,400
Family	\$5,500	\$16,200	\$5,600	\$16,400	\$5,700	\$16,600	\$5,800	\$16,800

The following Annual Deductible Provisions will apply to Option 2 and Option 3

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

- Applies to all covered health services, including mental health/substance abuse (MH/SA) and prescription drug (Rx) benefits under the program.
- The Annual Deductibles are included in the Out-Of-Pocket Maximums.
- For Family coverage, 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.
- The following costs paid by the participant also apply toward the applicable Network/Traditional Indemnity or Non-Network Deductible amounts:
 - All prescription drug allowable charges of eligible expenses.

General CoPay/Coinsurance

NVC Employees

Option1:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option2:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option3:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Note: 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.

**Office Visit
Copay /
Coinsurance**

NVC Employees

Option 1:

2024 - 2027		
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option 2:

2024 - 2027		
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option 3:

2024 - 2027		
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded waived	No Benefit
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

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

NVC Employees

Option 1:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Option 2:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Option 3:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Emergency Room Facility/Professional Services Copay / Coinsurance (Emergencies)	<u>NVC Employees</u> <u>Option 1:</u>						
	<table border="1"> <tr> <th colspan="2">2024 - 2027</th> </tr> <tr> <td>Network & Traditional Indemnity</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </table>	2024 - 2027		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 10% After Ded
	2024 - 2027						
	Network & Traditional Indemnity	Non-Network					
\$0 / 10% After Ded	\$0 / 10% After Ded						
<u>Option 2:</u>							
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2024 - 2027							
Network & Traditional Indemnity	Non-Network						
\$0 / 10% After Ded	\$0 / 10% After Ded						
<u>Option 3:</u>							
<table border="1"> <tr> <th colspan="2">2024 - 2027</th> </tr> <tr> <td>Network & Traditional Indemnity</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </table>	2024 - 2027		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 10% After Ded	
2024 - 2027							
Network & Traditional Indemnity	Non-Network						
\$0 / 10% After Ded	\$0 / 10% After Ded						

Hospital Inpatient/Outpatient Facility/Professional Services Copay / Coinsurance	<u>NVC Employees</u> <u>Option 1:</u>						
	<table border="1"> <tr> <th colspan="2">2024 - 2027</th> </tr> <tr> <td>Network & Traditional Indemnity</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table>	2024 - 2027		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded
	2024 - 2027						
	Network & Traditional Indemnity	Non-Network					
\$0 / 10% After Ded	\$0 / 50% After Ded						
<u>Option 2:</u>							
<table border="1"> <tr> <th colspan="2">2024 - 2027</th> </tr> <tr> <td>Network & Traditional Indemnity</td> <td>Non-Network</td> </tr> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </table>	2024 - 2027		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded	
2024 - 2027							
Network & Traditional Indemnity	Non-Network						
\$0 / 10% After Ded	\$0 / 50% After Ded						
<u>Option 3:</u>							
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2024 - 2027							
Network & Traditional Indemnity	Non-Network						
\$0 / 10% After Ded	\$0 / 50% After Ded						

Tests (all tests including x-ray, radiology, lab test, etc.) CoPay/ Coinsurance

NVC Employees

Option 1:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded Waived	No Benefit
Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option 2:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded Waived	No Benefit
Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Option 3:

	2024 - 2027	
	Network & Traditional Indemnity	Non-Network
Preventive	\$0 / 0% Ded Waived	No Benefit
Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded

Mental Health/Substance Abuse (MH/SA) Copay / Coinsurance	<u>NVC Employees</u>		
	<u>Option 1:</u>		
		2024 - 2027	
		Network & Traditional Indemnity	Non-Network
	Out Patient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded
	<u>Option 2:</u>		
	2024 - 2027		
	Network & Traditional Indemnity	Non-Network	
	Out Patient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded
	<u>Option 3:</u>		
	2024 - 2027		
	Network & Traditional Indemnity	Non-Network	
	Out Patient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded

Annual Out-of-Pocket Maximums (OOP)	<u>NVC Employees</u>								
	Out-of-Pocket Maximum Amounts (including Annual Deductible)								
	<u>Option 1:</u>								
		2024		2025		2026		2027	
		Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network
	Ind	\$3,950	\$11,800	\$4,000	\$11,900	\$4,050	\$12,000	\$4,100	\$12,100
	Family	\$7,900	\$23,600	\$8,000	\$23,800	\$8,100	\$24,000	\$8,200	\$24,200
	The following Out-of-Pocket Maximum provisions will apply to Option 1:								
	(Integrated with Med/Surg, MH/SA)								
	If the coverage tier is Family, the 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 and Traditional Indemnity Services for an individual family member once the individual meets the applicable 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 and Traditional Indemnity or Non-Network Out-of-Pocket Maximum amounts: - Deductibles									
<u>Option 2:</u>									
	2024		2025		2026		2027		
	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	
Ind	\$6,900	\$20,650	\$6,950	\$20,750	\$7,000	\$20,850	\$7,050	\$20,950	
Family	\$13,800	\$41,300	\$13,900	\$41,500	\$14,000	\$41,700	\$14,100	\$41,900	
<u>Option 3:</u>									

	2024		2025		2026		2027	
	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network	Network & Traditional Indemnity	Non-Network
Ind	\$6,900	\$20,650	\$6,950	\$20,750	\$7,000	\$20,850	\$7,050	\$20,950
Family	\$13,800	\$41,300	\$13,900	\$41,500	\$14,000	\$41,700	\$14,100	\$41,900

The following Out-of-Pocket Maximum provisions will apply to Option 2 and Option 3

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

If the coverage tier is Family, the 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 and Traditional Indemnity Services for an individual family member once the individual meets the applicable 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 and Traditional Indemnity or Non-Network Out-of-Pocket Maximum amounts:

- Deductibles
- Prescription drug copays

Hearing Benefit

NVC Employees

Option 1:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Option 2:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Option 3:

2024 - 2027	
Network & Traditional Indemnity	Non-Network
\$0 / 10% After Ded	\$0 / 50% After Ded

Prescription Drug Program (Rx)

NVC Employees

Option 1:

Deductible:

Individual	\$0
Family	\$0

Out-of-Pocket Maximum:

	2024	2025	2026	2027
Individual	\$1,750	\$1,800	\$1,850	\$1,900
Family	\$3,500	\$3,600	\$3,700	\$3,800

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

	2024	2025	2026	2027
Generic	\$10	\$10	\$10	\$10
Preferred	\$48	\$51	\$54	\$57
Non-Preferred	\$111	\$117	\$123	\$129

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, subject to Advanced Control Specialty Formulary provisions)

	2024	2025	2026	2027
Generic	\$20	\$20	\$20	\$20
Preferred	\$96	\$102	\$108	\$114
Non-Preferred	\$222	\$234	\$246	\$258

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, subject to Advanced Control Specialty Formulary provisions)

	2024	2025	2026	2027
Generic	\$10	\$10	\$10	\$10
Preferred	\$48	\$51	\$54	\$57
Non-Preferred	\$111	\$117	\$123	\$129

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, subject to Advanced Control Specialty Formulary provisions)

	2024	2025	2026	2027
Generic	\$20	\$20	\$20	\$20
Preferred	\$96	\$102	\$108	\$114
Non-Preferred	\$222	\$234	\$246	\$258

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

- Mandatory mail order for maintenance Rx – Applies after second fill at retail.
- Specialty pharmacy program
- Personal Choice – not covered but discount available
- Mandatory Generic
- Advanced Control Specialty Formulary
- New Standard Prescription Drug Formulary
- Generic Step Therapy

Employee Assistance Program (EAP)	
Program	<u>NVC Employees</u> DIRECTV Employee Assistance Program
Visit Limit	<u>NVC Employees</u> No change from current program.

Disability																										
Program	<u>NVC Employees</u> NVC New Hires: DIRECTV Disability Income Program. No change from current programs.																									
Short Term Disability (STD)	<u>NVC Employees</u> No change from current program.																									
Long-Term Disability (LTD)	<u>NVC Employees</u> No change from current programs except that Temporary and Term employees are not eligible for LTD benefits.																									
Leaves of Absence (LOAs)																										
Policy	<u>NVC Employees</u> DIRECTV Leaves of Absence Policy																									
Types of LOAs	<u>NVC Employees</u> No change from current policy.																									
Dental																										
Program	<u>NVC Employees</u> DIRECTV Dental Program (Bargained Employees) PPO; DHMO (available at the Company's discretion)																									
Eligibility for Coverage	<u>NVC Employees</u> 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)).																									
Eligibility for Company Subsidy	<u>NVC Employees</u> Company subsidy 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)).																									
Active (Full-Time) Monthly Contributions	<u>NVC Employees</u> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th colspan="5" style="text-align: center;"><u>Contribution Amounts</u></th> </tr> <tr> <th></th> <th style="text-align: center;">2024</th> <th style="text-align: center;">2025</th> <th style="text-align: center;">2026</th> <th style="text-align: center;">2027</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td style="text-align: center;">\$8.00</td> <td style="text-align: center;">\$9.00</td> <td style="text-align: center;">\$10.00</td> <td style="text-align: center;">\$11.00</td> </tr> <tr> <td>Ind+1</td> <td style="text-align: center;">\$18.00</td> <td style="text-align: center;">\$19.00</td> <td style="text-align: center;">\$20.00</td> <td style="text-align: center;">\$21.00</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$28.00</td> <td style="text-align: center;">\$29.00</td> <td style="text-align: center;">\$30.00</td> <td style="text-align: center;">\$31.00</td> </tr> </tbody> </table>	<u>Contribution Amounts</u>						2024	2025	2026	2027	Individual	\$8.00	\$9.00	\$10.00	\$11.00	Ind+1	\$18.00	\$19.00	\$20.00	\$21.00	Family	\$28.00	\$29.00	\$30.00	\$31.00
<u>Contribution Amounts</u>																										
	2024	2025	2026	2027																						
Individual	\$8.00	\$9.00	\$10.00	\$11.00																						
Ind+1	\$18.00	\$19.00	\$20.00	\$21.00																						
Family	\$28.00	\$29.00	\$30.00	\$31.00																						
Active (Part-Time) Monthly Contributions	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description. Note: Calculation of cost of coverage is subject to annual adjustment.																									
Annual Deductible	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.																									
Annual Maximum Benefit	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.																									
Orthodontic Lifetime Maximum	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.																									
Coverage Levels	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.																									
Outside Network Area (ONA)	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.																									

Vision									
Program	<u>NVC Employees</u> DIRECTV Vision Program (Bargained Employees) except as provided below:								
Eligibility	<u>NVC Employees</u> 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)).								
Eligibility for Company Subsidy	Eligibility for company subsidy 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)).								
Active (Full-Time) Monthly Contributions	<u>NVC Employees</u> Contributions as they change from time to time. <table border="1" data-bbox="397 541 717 709"> <thead> <tr> <th></th> <th>Contribution Amounts 2023*</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$2.00</td> </tr> <tr> <td>Ind+1</td> <td>\$4.50</td> </tr> <tr> <td>Family</td> <td>\$7.50</td> </tr> </tbody> </table> <p>*The 2023 contributions shown above are for illustrative purposes only.</p>		Contribution Amounts 2023*	Individual	\$2.00	Ind+1	\$4.50	Family	\$7.50
	Contribution Amounts 2023*								
Individual	\$2.00								
Ind+1	\$4.50								
Family	\$7.50								
Active (Part-Time) Monthly Contributions	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.								
Coverage Levels	<u>NVC Employees</u> Provisions will apply as indicated in the Summary Plan Description.								
Flexible Spending Account (FSA)									
Plan	<u>NVC Employees</u> No change from current plan except those that are mandated by healthcare reform legislation (PPACA)								
Contribution Minimum/Maximums	<u>NVC Employees</u> 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.								
Life Insurance									
Program	<u>NVC Employees</u> DIRECTV Group Life Insurance Program for Active Employees* * Provisions as they change from time to time. This program includes Supplemental Life Insurance and Dependent Life Insurance provisions.								
Active Benefits	<u>NVC Employees</u> No change from current program. Provisions as they change from time to time. Note: Contribution amounts are subject to annual adjustment.								
Definition of Pay	<u>NVC Employees</u> No change from current program								
Adoption									
Policy	<u>NVC Employees</u> DIRECTV Adoption Reimbursement Policy								
Coverage	<u>NVC Employees</u> No change from current policy.								
Commuter									
Policy	<u>NVC Employees</u> DIRECTV Commuter Benefit Policy								
Coverage	<u>NVC Employees</u>								

	No change from current policy.
Voluntary	
Discretionary Program	<u>NVC Employees</u> DIRECTV Voluntary Benefits Platform (products offered as they may change from time to time).

August 12, 2023

Brian Sawyer

Staff Representative
Communication Workers of America – T&T
501 3rd Street, NW
Washington, DC 20001

RE: Company Wellness

Dear **Brian**:

Bargained **DIRECTV** employees covered under the CWA National **Video** Contract under the **DIRECTV** Medical Program for Bargained Employees shall be eligible to participate in the **DIRECTV Caring For You** Program as provided below.

The **Caring For You** Program includes Disease Management and Wellness programs as well as access to an online portal with a variety of tools and resources. Below are examples of the benefits and services that are available to eligible bargained Employees under **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
- Health Assessment and Portal

Disease Management programs are only available to employees who enroll in the **DIRECTV** Medical Program for Bargained Employees. Employees who enroll in a fully-insured medical coverage option such as an HMO or waive medical coverage (opt-out) will have access to the **Caring For You** portal, the Health Assessment and Challenges.

The Company retains the unilateral right to change, modify, amend or discontinue the **Caring For You** Program.

This letter will remain in effect through the term of the **2023** Collective Bargaining Agreement.

Regards,



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

August 12, 2023

Brian Sawyer

Staff Representative
Communication Workers of America – T&T
501 3rd Street, NW
Washington, DC 20001

Dear **Brian**:

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 covered under the CWA National **Video** Contract. 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
DIRECTV

MEMORANDUM OF AGREEMENT

NEUTRALITY AND CARD CHECK

Except for the duration provisions, the parties agree that if during subsequent CWA **DIRECTV** Collective Bargaining or through other negotiation **the DIRECTV** Neutrality and Card Check Agreement is modified or terminated, then such changes to the Neutrality and Card Check Agreement will also apply to this **DIRECTV, LLC** bargaining unit (**NVC**).

MEMORANDUM OF AGREEMENT
2023 NATIONAL VIDEO CONTRACT
WAGE CREDIT

The Company and the Union agree to the following regarding wages for employees who are hired into the **2023 National Video** Contract or who move to the **2023 National Video** Contract:

- Newly hired employees will normally begin employment at the minimum step of the wage schedule for their job title except that the Company, for prior training or experience may place newly hired employees on any step higher than the minimum step.
- New employees who move from another **collective bargaining unit at DIRECTV** into a position covered by the **2023 National Video** Contract will be placed on the wage step of the wage schedule with a wage rate that is closest to but not lower than the employee's current base wage rate. But, under no circumstance, will any new employee be paid at a rate higher than the top step of the wage schedule for the title in the National **Video** Contract.

This agreement is effective upon signing and will terminate with the Conclusion Article (Article **15**) of the **2023 National Video** Contract.

**MEMORANDUM OF AGREEMENT
FOUR-TEN WORKWEEKS**

This memorandum of Agreement confirms our understanding concerning the guidelines for administration of Four-Ten hour work schedules.

Guidelines for Administration of Four-Ten Hour Work Schedules

1. Establishing a Four-Ten Work Schedule

The Company will determine if, when and in which work groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

2. Overtime

Overtime will be paid according to Article 10, Section 10.05 of the current Agreement. Overtime is that time worked in excess of the ten (10) hours in a day or time worked in excess of forty (40) hours in a workweek.

3. Pay for Vacations, Personal Days Off and Holidays

Vacations

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

The Personal days off specified in Article 9, Section 9.09 will be eight (8) hours.

Holidays

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week.

If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation or personal days off. If the employee does not wish to be paid, the time will be unpaid excused.

4. Employees who work the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in excess of ten (10) hours in accordance with Article 10, Section 10.05 of the current Agreement.

If a holiday falls during an employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

5. Other Time Off

Paid absence time will be granted in accordance with Article 9, section 9.15. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten-hour (10) day, unless the remaining balance of paid absence time is less than ten (10) hours.

MEMORANDUM OF AGREEMENT
PERSONNEL RECORDS

Once in each year (and more frequently in unique circumstances where the employee so requests and the Company agrees), employees shall, upon their request, inspect their personnel records in accordance with the Company's practices concerning inspection of personnel and/or medical records. Unless required otherwise by law, under normal circumstances, the opportunity to inspect personnel records will be provided within thirty (30) calendar days of the Company's receipt of the written request to do so.

The Company shall provide an employee with a copy of each written notice of disciplinary action within a reasonable period.

CWA NETT ACADEMY TRAINING PROGRAM

August 12, 2023

Brian Sawyer
Staff Representative

Communications Workers of America – **T&T**
501 3rd Street NW
Washington, DC 20001

Re: CWA Nett Academy Training Program

Dear **Brian**:

During **2023** bargaining you requested that the Company promote the CWA Nett Academy training program. This is to inform you that the Company agrees to promote the CWA Nett Academy training program.

Please contact me with any questions.

Sincerely,



Brian Cattaneo
Senior Director
Labor Relations

Effective Date/Language: With ratification

Termination Date/Language: With expiration of the **2023** Collective Bargaining Agreements

Applies to: **DIRECTV**

SUBCONTRACTING

August 12, 2023

Brian Sawyer
Staff Representative
Telecommunications & Technologies
Communications Workers of America
501 3rd Street, NW
Washington, DC 20001

RE: Subcontracting

Dear **Brian**:

As we have discussed during our negotiations for the **National Video** Contract, in making decisions regarding contracting of work, 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.

It is the general policy of the Company that the work performed by employees covered by the 2023 National Video Contract will not be contracted out if it will currently and directly cause either layoffs or part-timing of regular employees.

Sincerely,



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

**MEMORANDUM OF AGREEMENT
UNION ORIENTATION**

This Memorandum of Agreement confirms our understanding regarding allowing the Local Union time to meet with newly-hired employee(s) covered by the National **Video** Contract.

When an employee is hired into a job title covered under the National **Video** Contract, the appropriate Local Union President shall be notified in writing. Notification will include the employee's name, work location, report date, and the name of the designated manager to contact.


The Local Union will arrange with the designated manager to meet, **either virtually or onsite**, with newly-hired employee(s) for the purpose of furnishing them information about the Union. The meeting will be limited to a maximum of thirty (30) minutes and may be coupled with a relief or lunch period. Such orientation meetings shall not interfere with the operations of the Company or the use of space for which the space is intended. Time spent during the basic scheduled work period by the newly-hired employee(s) will be paid as time worked for that employee. One Local Union representative will be paid in accordance with Article 2, Section 2.04 for a maximum of thirty (30) minutes to meet with a newly hired employee(s) for Union orientation.

Effective/date/language: Upon Ratification

Termination date/language: With expiration of the **2023** Collective Bargaining Agreement

Applies to: **DIRECTV**

Communications Workers of America DIRECTV

Agreed: 

Brian Sawyer
Staff Representative
CWA Telecommunications &
Technologies

Agreed: 

Brian Cattaneo
Senior Director
Labor Relations

Date: August 12, 2023

Date: August 12, 2023

**MEMORANDUM OF AGREEMENT
WORKING RELATIONS COMMITTEE (WRC)**

This Memorandum of Agreement confirms our understanding that it would be beneficial to both parties to discuss broad concerns of mutual interest. In order to accomplish this goal, the Company and the Union agree to the following:

To establish a Working Relations Committee (WRC).

The WRC does not have the authority to formulate policy or enter into agreements that require collective bargaining. The WRC proceedings will not be used in lieu of the grievance or arbitration procedures nor will they be subject to the grievance and arbitration process.

The WRC will consist of no more than **two (2)** representatives designated by the Company and no more than **two (2)** representatives designated by the Union. **In addition, a representative from the CWA International and a representative from DIRECTV Labor Relations may attend.** Pay will be limited to **two (2)** Union representatives who will be paid in accordance with Section 2.04 of the current Collective Bargaining Agreement for attendance at WRC meetings. Additional Union or Company representatives may attend the meetings, as needed.

The WRC will meet **virtually** on an **bi-annual** basis, or more frequently upon mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present.


Effective Date: With ratification

Termination Date: In accordance with the Conclusion Article of the **2023** Collective Bargaining Agreement

Coverage: **DIRECTV**

Communications Workers of America

DIRECTV

Agreed: 

Brian Sawyer
Staff Representative
CWA – Telecommunications &
Technologies

Agreed: 

Brian Cattaneo
Senior Director
Labor Relations

Date: August 12, 2023

Date: August 12, 2023

**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 (UNION SECURITY AND 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 2023 Collective Bargaining Agreement between the Parties.

FOR THE UNION:

FOR THE COMPANY:



Brian Sawyer
Staff Representative
Telecommunications & Technologies



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.

Name: [value]
Occupation: [value]
Address: [value]
City: [value]
State: [value]
Zip: [value]
Personal Email: [value]
Personal Cell Phone: [value]

I want union-related updates from CWA via cell (text & voice): [value]
Amount to Deduct Per Pay Period: [value]
Type: [value]
Political Contributions Authorization:[value]
Electronic Signature: [value]
Signature Date: [value]

**MEMORANDUM OF AGREEMENT
WORK FROM HOME**

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

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

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

- 1) Employees will be expected to work their scheduled tours unless otherwise directed by Management. Employees are required to log off from all Company systems and tools at the end of their tour. All schedule changes will follow the provisions of the contract.
- 2) It is expected that employees working from home have reliable internet and power service to perform their job duties. In the case of an intermittent outage, excused, unpaid time, and PTO, when available, will be offered.
- 3) If there is an outage related to a DIRECTV system, the employee will continue to be paid for their scheduled work time. As with employees working in the center, if there is an outage of a DIRECTV system, the employees may be asked to perform other work or activities as directed by management (e.g., training). If the outage is anticipated to be for an extended period of time, the employees may be offered excused, unpaid time.
- 4) Employees are to ensure the Company equipment, systems and information is protected from theft and unauthorized access (i.e., visitors, children, spouse, etc.) at all times and that care is taken to protect equipment from damage due to carelessness or neglect (i.e., spills, pets, smoke, etc.).
- 5) The Local President (or designee) will receive advance notice of scheduled New Hire Orientation sessions and will be provided with a web link for his/her participation in the meeting, in accordance with the Memorandum of Agreement regarding Union Orientation.
- 6) Web cameras may be used for training, coaching/feedback sessions, skill transfer sessions, team calls, virtual face to face meetings, and to ensure compliance with the clean desk policy, and will not be used for surveillance purposes.
- 7) Nothing that violates Company policy or the DIRECTV Our Code Of Conduct may be done or stored on the Company provided equipment.
- 8) All provisions of the contract and Company policies not specifically modified by this Agreement will continue to apply to employees who work from home.

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

**COMMUNICATIONS WORKERS
OF AMERICA**



Brian Sawyer
Staff Representative
Communications Workers of America

DIRECTV, LLC



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV