



2022
Field Services T&T
Labor Agreement

Communications Workers of America



and

DIRECTV, LLC

Effective April 10, 2022 through April 11, 2026

2022 FIELD SERVICE T&T LABOR AGREEMENT TABLE OF CONTENTS

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2022 MEMORANDUM OF AGREEMENT

It is hereby agreed by and between **DIRECTV, LLC** (hereinafter referred to as the "Company") and the Communications Workers of America (hereinafter referred to as the "Union") as follows (the "Agreement"):

THE 2022 AGREEMENT

The **2022** Agreement shall consist of the Table of Contents, Articles 1 through **30**, Exhibit **1**, and Appendix **A** related thereto. This Agreement is made and entered into the **10th** day of April, **2022**, by and between **DIRECTV, LLC** (hereinafter referred to as the "Company") and the Communications Workers of America (hereinafter referred to as the "Union").

ARTICLE 1 – RECOGNITION

1 **Certification of Membership**

The Union hereby certifies that it represents the majority of the employees to whom the Agreement applies, and the Union is the acknowledged, designated and selected collective bargaining representative of such members.

2 **Recognition**

(a) The Company recognizes the Union as the exclusive representative of those employees **whose reporting location is within the States of Delaware, Maryland, New Mexico and Oregon** whose current job titles appear in **Article 1 Section 2(b), below**, and those whose job titles are created pursuant to the new titles provisions of this Agreement, and who are not represented by another Union and are not in another CWA bargaining unit.

(b) **Administrative Support Assistant**
Administrative Support Assistant (WFH)
Office Coordinator
Office Coordinator (WFH)
Premises Technician
Warehouse Assistant

(c) If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of employees not previously so represented, who occupy job titles or occupations in which other employees are represented by the Union and are covered by this Agreement, such employees shall be included within and be covered by this Agreement upon the conclusion of any negotiations on any necessary amendments thereto.

(d) CWA further agrees that it will not seek to alter any existing bargaining units in any **DIRECTV** company on the basis of any movement or transfer of employees between said companies as a result of this **Agreement**. Further, CWA will not, on the basis of this **Agreement** or on the basis of any change in operations or practices as a result of this **Agreement**, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by CWA are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of CWA will survive the expiration of this **Agreement**, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

3 **Federal and State Laws**

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulation, or any order, determination or ruling or regulation of a federal or state administrative agency or court, the Company shall notify the Union in writing. Negotiations shall then take place if requested by the Union. In the event of such negotiations, the changes proposed by the Company shall not be implemented until (a) agreement is reached, or (b) the Company determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

ARTICLE 2 – COLLECTIVE BARGAINING

- 1 The parties hereto agree that collective bargaining shall be carried on between the authorized representative(s) of the Company and the Union, and that no Agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by the authorized representative(s) at the Headquarters level of the Company and the National level of the Union.
- 2 This Agreement constitutes the entire agreement between the parties, and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

3 **Mutual Respect**

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual 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 in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 3 – DEFINITIONS

The following definitions are applicable within this Agreement:

Adjusted Rate

An employee's base wage which shall be used to calculate overtime payments, paid absences, and basic pay for group insurance and Savings Plan allotments.

Calendar Day

The twenty-four (24) hour period beginning at midnight.

Calendar Week

A calendar week is the period of seven (7) consecutive days commencing on Sunday.

Calendar Year

A calendar year is the period beginning January 1 and ending December 31.

Employees

The term "employee(s)," for the purpose of the terms of this Agreement, shall refer only to employees of the Company included within the bargaining unit as defined in Article 1 (Recognition).

Full-Time Employees

Full-time employees are those who are employed for not fewer than the number of hours per week called for in the normal work week applicable to their work locations.

Part-Time Employees

Part-time employees are those who are employed and normally scheduled to work fewer hours per average month than comparable full-time employees in the same job title or work group working the same normal daily tour.

Probationary Employee

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.

Regular Employee

One whose employment is expected to be indefinite. A regular employee may be either full-time or part-time.

Regular Limited Term Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in **Article 24 – Force Adjustment of this Agreement**. If a Regular Limited Term employee covered by this **Agreement** attains thirty-six (36) months of service, the employee shall either be work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by this **Agreement**.

Scheduled Daily Tour

The hours of work scheduled for an individual employee for a particular day, beginning and ending at a specified time, exclusive of unpaid meal periods and overtime.

Temporary Employee

One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in **Article 24 – Force Adjustment of this Agreement**.

Tour

A tour is a period of work time, whether scheduled or not, which begins and ends at a specified time, exclusive of any meal period. The starting time of a tour determines the day on which the tour occurs.

Work Group

The smaller of either the employee's vacation schedule group or overtime group unless otherwise mutually agreed to locally.

Work Time

Work time consists of all time spent on the job in the performance of Company duties. Work time excludes meal periods.

ARTICLE 4 – AUTHORIZED UNION REPRESENTATIVES

- 1 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 **Agreement** 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 **Agreement**.
- 2 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.
- 3 Local agreements, other than those that are specifically provided for in this **Agreement**, that violate the provisions of this **Agreement** will be null and void immediately upon the effective date of this **Agreement**. Other local agreements will continue to be in effect unless and until either party gives forty-five (45) days written notice of their termination. During the forty-five (45) day period, either party may initiate negotiations pursuant to Article 2 (Collective Bargaining) of the Contract. If no agreement is reached during that forty-five (45) day period, the local agreement will no longer be effective and binding upon either the Company or the Union.

4 **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) **The Company, insofar as work schedules permit, agrees to grant to any employee who is an Officer or properly designated representative of the Union reasonable time off of up to one thousand (1,000) hours during a calendar year, unless mutually agreed otherwise with Labor Relations, without pay, to transact business of the Union, provided that the Company is given reasonable advance notice of such absence.** Time off to engage in formal negotiations for collective bargaining agreements, including the current round of negotiations, 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) Time off for Union activities shall not be deducted from the employee's seniority.

5 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 for joint union-management business is limited to the actual meeting time as well as associated travel time during an employee's scheduled tour, and will be paid at the straight time rate, 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.

ARTICLE 5 – UNION REPRESENTATION

- 1 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.
- 2 At any investigatory interview, **whether in-person or virtually** between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative may be present if the employee so requests.

ARTICLE 6 – UNION ACTIVITIES

1 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 **Agreement** 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:
 - i. 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.
 - ii. Such solicitation shall not be carried on in space where the Company's operations or administrative work is being performed.
 - iii. 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.
 - iv. 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.

2 Union Orientation for New Employees

The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees, **either virtually or onsite**, as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of thirty (30) minutes. Time spent during the basic scheduled work period for each employee will be paid as time worked.

In addition, the Company also agrees to introduce employees transferring into a different work group, **either virtually or onsite**, to the local union representative assigned to that area.

3 Bulletin Boards

- (a) 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.
- (b) 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.

4 No Strike/No Lockout

- (a) 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.
- (b) The Company agrees that there will be no lockout of employees covered by this **Agreement** during the duration of this **Agreement**.
- (c) The Company and the Union agree that in the event of any work stoppage or delay and/or failure to reach a new collective bargaining agreement for employees covered by this **Agreement** the Union will not promote, support, encourage, or request a work stoppage in any other bargaining unit with employees of a **DIRECTV** company or in any way impact the other collective bargaining agreements and/or relationships between the Union and any other **DIRECTV** company.
- (d) 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 employees covered by this **Agreement** or in any way impact the collective bargaining agreement and/or relationship between the Union and the Company.
- (e) In the event of a work stoppage in any other **DIRECTV** bargaining unit that is an occupant in the same building as employees covered by this **Agreement**, the Company and the Union agree that a separate entrance will be established for the exclusive use of the employees in this **Agreement**.

ARTICLE 7 – AGENCY SHOP AND COLLECTION OF DUES

1 Agency Shop

- (a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date, or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement.
- (b) For the purpose of this section, "employee" shall mean any person entering into the bargaining unit.
- (c) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (d) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall re-apply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term "formal separation" shall include transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one (1) month duration.
- (e) The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Section.
- (f) This Section shall only apply to those states where permitted by law.

2 Collection of Dues

- (a) Upon **electronic** receipt of a "Payroll Deduction Authorization" from an employee, in the form attached hereto as Exhibit I, **DIRECTV** will initiate deductions for amounts equal to Union Dues (and, if authorized, an Initiation Fee) from such employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments.

- (1) Deduction shall be made from the employee's salary or wages, sickness or disability payments, or other benefit payments or vacation payments as follows:

EMPLOYEES PAID	DEDUCTIONS
Bi-Weekly	Installments in bi-weekly periods or the first 2 bi-weekly periods each month if directed by union local;
Monthly	Each month

- (2) Deductions shall begin during the first (1st) payroll period in the month following **electronic** receipt of a newly executed "Payroll Deduction Authorization" by the **DIRECTV** Payroll Office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

- (i) those required by law, and
- (ii) those authorized for Group Life Insurance and Medical Expense Plan premiums.

- (3) If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

- (b) "Payroll Deduction Authorizations" shall be suspended when an employee:
- (1) is transferred to a job that is not represented by the CWA,
 - (2) goes on a Leave of Absence of more than one (1) month, or
 - (3) is removed from the payroll of **DIRECTV**.
- (c) "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.
- (d) Except as provided in Paragraph 2(b) "Payroll Deduction Authorizations" shall remain in effect when an individual is employed by **DIRECTV** unless canceled by such employee. Such cancellation must be individually sent **electronically** to the **DIRECTV** Payroll Office and to the Union Local during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- (e) The Company will **electronically** send copies of dues revocation letters/**messages** to the Union on a daily basis, as soon as possible following the Company's receipt thereof.

- (f) In the event an employee who cancels a "Payroll Deduction Authorization," in accordance with the above paragraph, wishes to resume deductions for amounts equal to Union Dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization".
- (g) By written **electronic** certification, the Union shall keep **DIRECTV** currently informed of the amount of regular monthly dues lawfully in effect in each Local having jurisdiction over any employees in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the Local.
- (h) Certifications which change the amounts equal to Union dues for any Local will be accepted by the Company no more than three (3) times in any calendar year.
- (i) Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the second (2nd) week following the months during which the deductions were made.
- (j) It is recognized that the suspension, reactivation and cancellation procedures for "Payroll Deduction Authorizations" contained herein shall be observed for all employees in the bargaining unit on the effective date of this collective bargaining agreement.
- (k) It is understood that **DIRECTV** assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither **DIRECTV** nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss.

ARTICLE 8 – NON-DISCRIMINATION

- 1 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, gender identity, marital status, or status as a special disabled veteran or veteran of the Vietnam Era, including creed, disability, and citizenship, or additional characteristics protected by applicable federal, state or local law.
- 2 The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.
- 3 It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.

ARTICLE 9 – GRIEVANCE PROCEDURE

The Company and the Union recognize and confirm that the grievance procedures set forth in Article 9, and, where applicable, Article 10 (Arbitration) and Article 11 (Mediation), provide the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee(s) has in any manner been unfairly treated. Neither the Company, nor the Union, its locals or representatives will attempt by means other than the grievance, arbitration, and/or mediation procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle the grievance promptly and at the lowest step of the grievance procedure.

1 The grievance procedure shall consist of:

STEP 1:

Shall involve the Union representative of the Local which has been designated pursuant to Article 4 (Authorized Union Representatives) and the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s). Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

No grievance shall be considered, nor shall any appeal thereof be handled as a formal grievance, unless a meeting regarding the grievance is requested in writing within sixty (60) calendar days of the action or failure to act which is the subject of the grievance. The written request shall be sent **electronically** to the duly designated representative of the Company, normally the first or second level of supervision of the aggrieved employee(s), and shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought and shall be delivered to the Company representative prior to the Step 1 meeting.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after receipt by the Company of the grievance or the notice of the appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting.

STEP 2:

Shall involve an officer of the Local Union or his/her designee and the Company's designated representative, normally at the third level of supervision or that individual's designated representative. The spokesperson for the Company and the Union at Step 2 should normally be different from the Company and Union spokesperson at Step 1.

Notice of the grievance appeal shall be in writing and delivered **electronically** by the Union to the third level supervisor, or that supervisor's designated representative, of the aggrieved employee(s) not later than fourteen (14) calendar days after the Company notifies the Union of its decision at Step 1. **A meeting at the second stop of the grievance procedure will be held virtually.**

The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, the remedy sought, and shall outline the reasons for the Union's grievance. Any adjustment or settlement of a grievance at Step 2 shall be binding for the particular grievance involved, but shall not be used as precedent by either party.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) calendar days after the notice of appeal.

The decision of Management shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting, and shall outline the reasons for the Company's decision.

STEP 3:

Shall involve the Vice President of the Union or his or her duly authorized representative and the Company's Labor Relations designated representative. Notice of the grievance appeal shall be in writing and delivered **electronically** to the Labor Relations designated representative not later than thirty (30) calendar days after the Company notifies the Union of its decision at Step 2. The written appeal shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought. Discussions shall be conducted **virtually**.

A meeting to discuss the grievance shall be held promptly, but not later than thirty (30) calendar days after receipt by the Company of the grievance or the notice of appeal. The decision of the Company at Step 3 of the grievance procedure shall be confirmed in writing within fourteen (14) calendar days of the close of the grievance meeting(s) or not later than a mutually agreed upon date.

- 2 On an individual grievance basis and by mutual agreement in writing, the parties who are to hear the grievance at the next higher step may agree to waive either Step 1 or Step 2 (but not both) in the grievance procedure, but in no event shall Step 3 be omitted or bypassed.
- 3 All notices pursuant to the First and Second Step of this Article shall be delivered **electronically** within the time periods set forth herein.
- 4 The Company and the Union desire to process grievances in an expeditious manner. Accordingly, neither party will recess a grievance at Steps 1 or 2 in excess of sixty (60) calendar days. 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.
- 5 The Company and the Union may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

6 Number of Union Representatives and Pay Treatment

Other than Management representatives, the number of employees (including the aggrieved employee(s) and the designated representatives of the Union) shall be limited to five (5) at all steps of the grievance procedure. Three (3) representatives who are **DIRECTV** employees, designated by the Union, shall be paid for scheduled time consumed during the grievance meetings. In addition, each of these three (3) employees shall be paid for all time spent traveling in connection with grievance meetings during a Scheduled Daily Tour up to a maximum of two (2) hours for each employee at Step 1 and up to a maximum of four (4) hours for each employee at Step 2. At Step 3, at least one (1) of the Union representatives will be a fully authorized representative of the National Union.

7 Discussion or Settlement of Grievance

Any individual employee(s) shall have the right to present grievances directly to the Company and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustments. After an employee(s) has referred a grievance to the Union and the Union representative has informed the Company that the Union represents that employee(s), the Company will not discuss (except in the course of any investigation conducted by the Company) or adjust such grievance directly with said employee(s).

ARTICLE 10 – ARBITRATION

1 General

If, at any time, a difference arises between the Company and the Union regarding the true intent and meaning of a provision under this Agreement, or a question as to the performance of any obligation hereunder, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle said differences. If the grievance procedures do not result in settlement of the differences, the Union may institute proceedings pursuant to this Article to resolve the dispute in question; it being understood that the right to require arbitration extends only to matters expressly set forth in this Article and which are not otherwise expressly excluded from arbitration.

- (a) If, at any time, a dispute arises between the Company and the Union as to whether an employee was dismissed, demoted or suspended for just cause, the grievance procedures set forth in Article 9 (Grievance Procedure) shall be employed in an effort to settle the dispute. If the grievance procedures do not result in settlement of the dispute and the employee has nine (9) months or more of net credited service, the Union may institute proceedings pursuant to this Article to resolve the dispute in question.

2 Election to Arbitrate

Within sixty (60) calendar days after completion of the formal grievance procedure set forth in Article 9 (Grievance Procedure), the Union may elect to submit a grievance, which is otherwise subject to arbitration under the terms of this Agreement, to arbitration for final decision in accordance with the procedures herein set forth. Such election shall be by written notice **sent electronically** to the **designated** Company Labor Relations **representative**. The written notice shall state the specific grievance and issue to be arbitrated and the contractual provision(s) involved, if any, as well as the remedy sought. For purposes of calculating the above sixty (60) day time period, the formal grievance procedure shall be deemed completed as of the date of the Company's written decision at Step 3. If within sixty (60) calendar days following the date of the Company's receipt of the notice of election to arbitrate, no arbitrator has been mutually agreed upon according to the procedures set forth herein, and within one hundred twenty (120) calendar days following the notice of election to arbitrate no application has been made to the American Arbitration Association as provided in Paragraph 3(b), then, absent a mutual extension of time agreement signed by the Union and the Company, such grievance and the election to arbitrate will be considered closed and the grievance shall not be arbitrable.

3 Selection of 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 master list composed of **ten (10)** arbitrators from which panels shall be arranged and arbitrators selected. 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) If no arbitrator has been mutually agreed upon within sixty (60) days following the date of the Company's receipt of the notice of election to arbitrate and no extension of time has been mutually agreed upon, the Union may, within the following sixty (60) day period, apply to the American Arbitration Association to obtain a list of three (3) arbitrators (all of whom will be members of the National Academy of Arbitrators). One (1) of the three (3) arbitrators on this list will be selected by the parties. If this selection cannot be made, the American Arbitration Association will appoint one (1) of the three (3) arbitrators from the list referenced above to hear the case.
- (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. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.

4 Conduct of Hearing and Decision of Arbitrator

- (a) The parties agree to commence hearings as expeditiously as possible, but in no event later than one hundred eighty (180) calendar days after the selection of an arbitrator.
- (b) The arbitrator shall be confined to the issues submitted for decision and shall not, as a part of any decision, impose upon the parties thereto any obligation to arbitrate on a subject which is not arbitrable pursuant to the terms of this Agreement as a subject for arbitration.
- (c) The arbitrator shall not have authority or jurisdiction: (1) to establish or determine any new wage rate, job classification or job differential; or (2) to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an employee or group of employees; or (3) to add to, subtract from, modify, or disregard any provision of this Agreement. However, the arbitrator shall have reasonable authority to fashion remedies, consistent with the terms of the contract.
- (d) In disciplinary cases, the arbitrator shall determine whether the discipline was for just cause.
 - (1) In the case of dismissal, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. In no event, however, shall any retroactive pay treatment extend beyond six (6) months prior to the date of the filing of the appeal to arbitration. Any retroactive pay accorded shall be based on the employee's Adjusted Rate, less any amount, other than wages, received from the Company, and any amount paid to or receivable by the employee as wages in other employment, and as unemployment benefits under any present or future provision of law for the period of the retroactive pay treatment.
 - (2) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate.
 - (3) In the case of demotion, the employee shall be compensated for all loss of wages due to the difference in the Adjusted Rates.

- (4) Employees reinstated pursuant to this Article who have previously submitted an authorization for payroll deduction of union dues or union dues equivalency shall have such amount deducted from any back pay award.
- (e) The arbitrator shall render a decision within thirty (30) calendar days after the hearing is closed (if the parties mutually agree to waive briefs) or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.
- (f) The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties thereto as to the particular case submitted, subject to law.

5 Expedited Arbitration

- (a) In lieu of the procedures specified in Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) of this Article, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Paragraphs 1 (General) through 4 (Conduct of Hearing and Decision of Arbitrator) shall be followed.
- (b) As soon as possible after this Agreement becomes final and binding, a panel of at least three (3) arbitrators shall be selected by the parties. Each arbitrator shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The arbitrator shall be notified of his or her termination by a joint letter from the parties. The arbitrator shall conclude his or her service by settling any grievance previously heard. A successor arbitrator shall be selected by the parties. Arbitrators shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next arbitrator. If no one can hear the case within ten (10) working days, the case will be assigned to the arbitrator who can hear the case on the earliest date.
- (c) The procedure for expedited arbitration shall be as follows:
 - (1) The parties shall notify the arbitrator in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The arbitrator shall notify the parties in writing of the hearing date.
 - (2) The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.

- (3) The hearing shall be informal without formal rules of evidence and without a transcript. However, the arbitrator shall be satisfied himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
- (4) Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The arbitrator shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
- (5) The arbitrator's settlement shall apply only to the instant grievance which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or modification thereof is adopted by the written concurrence of the representatives of each party at the last step of the grievance procedure.
- (6) The time limits in (1) and (4) of this Section may be extended by agreement of the parties or at the arbitrator's request, in either case, only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.
- (7) In all suspension or dismissal grievances submitted to arbitration under the expedited procedures set forth herein, the arbitrator shall determine whether the discipline was for just cause. In any grievance arbitrated under the expedited procedures, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
- (8) In case of suspension, the arbitrator shall have authority to mitigate or modify the discipline imposed and determine what, if any, remedy is appropriate. If the arbitrator awards back pay, the employee shall receive pay for time lost at the employee's Adjusted Rate.
- (9) The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- (10) The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
- (11) The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

ARTICLE 11 – MEDIATION

- 1 Upon mutual agreement between the Company's Senior Director - Labor Relations or his or her designated representative and the Union's Vice President or his or her designated representative, grievances appealed to arbitration may be mediated, with the exception of those involving contract interpretation.
- 2 Within fifteen (15) calendar days of the mutual agreement to mediate, the parties will schedule a Mediation Conference to be held at the earliest available date. The Mediation Conference will be held virtually.
- 3 The spokesperson for the Company will be the Senior Director - Labor Relations or his or her designee. The spokesperson for the Union will be the Communications Workers of America Staff Representative assigned the responsibility for the grievant's Union Local. An attorney will not be used by either party at the Mediation Conference.
- 4 The grievant, the Local Union President or his/her designee, the grievant's supervisor and District level or above will normally attend the Mediation Conference. Attendance by others at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.
- 5 All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.
- 6 Proceedings before the mediator shall be informal in nature. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no record of the Mediation Conference shall be made.
- 7 The mediator may meet separately with the parties during the Mediation Conference, but will not have the authority to compel the resolution of a grievance.
- 8 The Company and Union spokespersons at the Mediation Conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent setting.
- 9 If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the basis for his or her advisory opinion.
- 10 If no settlement is reached as a result of the Mediation Conference, the grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement.
- 11 In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Neither party may at the arbitration hearing refer to presentations made by the other party at the Mediation Conference, the fact that a Mediation Conference was held, or any statements made by the mediator.

- 12 By agreeing to schedule a Mediation Conference the Company does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
- 13 The compensation and expenses of the mediator and the general administrative expenses of the Mediation Conference shall be borne equally by the parties. Each party shall be responsible for payment for time consumed by and expenses of its representatives.

ARTICLE 12 – DISCIPLINE

1 **Warnings**

A warned employee is one who receives a written warning that is to be recorded in their personnel file, which includes an indication of possible future consequences and may be considered as a basis for future disciplinary action.

2 **Demotions**

A demoted employee, for the purpose of this **Agreement**, is one who has been moved for disciplinary reasons, from one job title to another job title having a lower maximum weekly rate.

3 **Suspensions**

A suspended employee is one who has been denied work for disciplinary reasons for any period.

4 **Dismissals**

A dismissed employee is one whose service is terminated for any reason other than transfer, resignation, lay-off (or work completed for temporary or term employees), voluntary retirement or death.

5 In the event the Company warns, demotes, suspends, or dismisses any employee, the Union may appeal such action pursuant to the provisions of Article 9 (Grievance Procedure) of the Contract.

6 A grievance appeal concerning a demotion, suspension, or dismissal of an employee who has twelve (12) months or more of net credited service may also be reviewed pursuant to the provisions of Article 10 (Arbitration) of the Contract.

ARTICLE 13 – PERSONNEL RECORDS

- 1 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.
- 2 When an employee receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the Company will provide a copy of the warning to the warned employee. A copy of the warning will be given upon request to a Union Representative if he/she is present pursuant to the provisions of Article 5 (Union Representation).

ARTICLE 14 – SAFETY

- 1 Safety and health is of mutual concern to the Company and the Unions. Together we recognize the need for a work environment in which safe, ergonomically correct operations can be achieved in all phases of work. We all recognize the need to promote better understanding and acceptance of safety, health and ergonomics principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.
- 2 To achieve these safety objectives, the Company and the Union agree to a Corporate/Union Safety Advisory Committee on safety principles at the Headquarters level. The Committee shall consist of not more than **three (3)** representatives each from the Company and the Unions (to be appointed by the Company and the Unions respectively). The Co-chairpersons will jointly determine when meetings are required but **meetings will be conducted virtually and** meetings will be held annually. In addition, the Committee Co-chairpersons will jointly develop the meeting agendas. The primary role of the corporate-wide committee shall be to discuss safety issues that are national in scope and to act as a clearinghouse of information on regional and local activities.
- 3 **DIRECTV** will encourage and approve employee participation in safety awareness through the creation of local safety committees. In locations that include multiple Business Units, the Local Safety Committee may request assistance from representatives of the Company and or Union from other Business Units to resolve safety issues. However, the representatives who provide such assistance shall not become a permanent member of the Local Safety Committee. The National Safety Advisory Committee will also continue to discuss internal safety issues. Local Safety Committees will forward their meeting minutes to the National Safety Advisory Committee on a regular basis, after every meeting.
- 4 In support of its commitment, the Company also outlines the following four (4) step strategy to address ergonomic concerns in the workplace:
 - (a) New hires, and employees not previously trained, will attend Ergonomics training within the first six (6) months of their employment.
 - (b) In order to further promote safe work environments, **DIRECTV's** Environment Health and Safety Organization will continue to develop programs designed to promote accurate recordkeeping of cumulative trauma disorders, and to promote the early recognition of such disorders. The Company will share the status of these programs with the Corporate/Union Safety Advisory Committee annually.
 - (c) After ratification and annually thereafter for the term of this agreement, at least one (1) Corporate/Union Safety Advisory Committee meeting will focus on ergonomic issues. During the term of this Agreement, one (1) of these meetings will be an Ergonomic Conference.

- (d) **DIRECTV** will maintain the network of Environment and Safety Coordinators from Business Units throughout the life of the Agreement. One of their responsibilities will be to link Business Unit planning with Human Factors Analysis.
- 5 When employees express reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employees will not be required to work alone.

ARTICLE 15 – TITLES AND WAGES

1 Job Titles

Titles set forth **below** may be required to perform any and all work associated with offered products and services.

Job Title	State
Administrative Support Assistant/ Administrative Support Assistant (WFH)	MD
Office Coordinator/ Office Coordinator (WFH)	MD, NM, OR
Premises Technician	DE, MD, NM, OR
Warehouse Assistant	MD, NM, OR

2 Wage Schedules

The minimum time interval between steps will be six (6) months.*

Premises Technician				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Albany, OR; Albuquerque, NM; Bend, OR; Denton, MD; Dover, DE; Hanover, MD; Medford, OR; Portland, OR; Wyoming, DE)				
(Zone A)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$512.00	\$512.00	\$512.00	\$512.00
2	\$553.50	\$555.50	\$557.00	\$559.00
3	\$598.00	\$602.50	\$606.00	\$610.00
4	\$646.00	\$654.00	\$659.50	\$665.50
5	\$698.50	\$709.50	\$718.00	\$726.50
6	\$754.50	\$769.50	\$781.00	\$792.50
7	\$815.50	\$835.00	\$850.00	\$865.00
8	\$881.50	\$906.00	\$925.00	\$944.00
9	\$952.50	\$983.00	\$1,006.50	\$1,030.00
10	\$1,029.50	\$1,066.50	\$1,095.00	\$1,124.50
11	\$1,112.50	\$1,157.00	\$1,191.50	\$1,227.00

Premises Technician				
(Time in Title/Location:30/12 months)				
Wage Area - B				
(Alamogordo, NM; Clovis, NM; Portales, NM)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$384.50	\$384.50	\$384.50	\$384.50
2	\$426.50	\$428.00	\$429.50	\$431.00
3	\$473.00	\$477.00	\$479.50	\$482.50
4	\$525.00	\$531.00	\$536.00	\$540.50
5	\$582.50	\$591.50	\$598.50	\$605.50
6	\$646.00	\$658.50	\$668.50	\$678.50
7	\$716.50	\$733.50	\$747.00	\$760.00
8	\$795.00	\$817.00	\$834.00	\$851.50
9	\$881.50	\$910.00	\$931.50	\$954.00
10	\$978.00	\$1,013.50	\$1,040.50	\$1,069.00
11	\$1,085.00	\$1,128.50	\$1,162.50	\$1,197.50

Administrative Support Assistant/Administrative Support Assistant (WFH)				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Hanover, MD)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$449.50	\$449.50	\$449.50	\$449.50
2	\$469.50	\$471.50	\$473.00	\$474.50
3	\$490.50	\$494.50	\$497.50	\$500.50
4	\$512.50	\$518.50	\$523.50	\$528.00
5	\$535.50	\$544.00	\$550.50	\$557.00
6	\$559.50	\$570.50	\$579.00	\$587.50
7	\$584.50	\$598.50	\$609.00	\$620.00
8	\$611.00	\$628.00	\$641.00	\$654.50
9	\$638.00	\$658.50	\$674.00	\$690.50
10	\$666.50	\$690.50	\$709.00	\$728.50
11	\$696.50	\$724.50	\$746.00	\$768.50

Office Coordinator/Office Coordinator (WFH)				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Albany, OR; Albuquerque, NM; Hanover, MD)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$500.00	\$500.00	\$500.00	\$500.00
2	\$525.50	\$527.50	\$529.00	\$530.50
3	\$552.50	\$557.00	\$560.00	\$563.50
4	\$580.50	\$587.50	\$592.50	\$598.00
5	\$610.50	\$620.00	\$627.50	\$635.00
6	\$641.50	\$654.00	\$664.00	\$674.00
7	\$674.50	\$690.50	\$702.50	\$715.00
8	\$708.50	\$728.50	\$743.50	\$759.00
9	\$745.00	\$768.50	\$787.00	\$806.00
10	\$783.00	\$811.00	\$833.00	\$855.50
11	\$823.00	\$856.00	\$881.50	\$908.00

Warehouse Assistant				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Albany, OR; Albuquerque, NM; Bend, OR; Denton, MD; Hanover, MD; Medford, OR)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$490.50	\$490.50	\$490.50	\$490.50
2	\$516.50	\$518.50	\$520.00	\$521.50
3	\$544.00	\$548.50	\$551.50	\$555.00
4	\$573.00	\$579.50	\$585.00	\$590.00
5	\$603.50	\$613.00	\$620.00	\$627.50
6	\$635.50	\$648.00	\$657.50	\$667.50
7	\$669.00	\$685.00	\$697.50	\$710.00
8	\$704.50	\$724.50	\$739.50	\$755.00
9	\$742.00	\$766.00	\$784.00	\$803.00
10	\$781.50	\$809.50	\$831.50	\$854.00
11	\$823.00	\$856.00	\$881.50	\$908.00

Warehouse Assistant				
(Time in Title/Location:30/12 months)				
Wage Area - B				
(Alamogordo, NM)				
Step	Eff.	Eff.	Eff.	Eff.
	4/10/2022	4/9/2023	4/7/2024	4/6/2025
1	\$420.00	\$420.00	\$420.00	\$420.00
2	\$446.50	\$448.50	\$449.50	\$451.00
3	\$475.00	\$478.50	\$481.50	\$484.50
4	\$505.00	\$511.00	\$515.50	\$520.00
5	\$537.00	\$545.50	\$552.00	\$558.50
6	\$571.50	\$582.50	\$591.00	\$600.00
7	\$607.50	\$622.00	\$633.00	\$644.50
8	\$646.00	\$664.00	\$677.50	\$692.00
9	\$687.00	\$709.00	\$725.50	\$743.00
10	\$730.50	\$757.00	\$777.00	\$798.00
11	\$777.00	\$808.00	\$832.00	\$857.00

***Note: No wage increase shall become effective during a period of disability which is continuous for eight (8) days or more.**

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.

3 General Wage Schedule Increases

The increase in the wage schedules set forth below shall be computed on an exponential basis. Weekly Wage Schedules shall be rounded to the nearest half dollar.

(a) Initial Wage Increase

Effective April 10, 2022, wage schedules shall be increased by **4.00%** on the Maximum Rates and by **0%** on the Minimum Rates. The initial general wage increase shall be paid retroactive to that effective date as soon as practicable, provided that this Agreement is ratified on or before **August 31, 2022**.

(b) Second Wage Increase

Effective April 9, 2023, wage schedules shall be increased by **4.00%** on the Maximum Rates and by **0%** on the Minimum Rates in effect after the first wage increase above.

(c) Third Wage Increase

Effective April 7, 2024, wage schedules shall be increased by **3.00%** on the Maximum Rates and by **0%** on the Minimum Rates in effect after the second wage increase above.

(d) **Fourth Wage Increase**

Effective April 6, 2025, wage schedules shall be increased by 3.00% on the Maximum Rates and by 0% on the Minimum Rates in effect after the third wage increase above.

4 **Wage Credit/Changes**

Start Rate

Management maintains the right to hire new employees at any step of the wage schedule.

5 **Additional Cash Awards/Discretionary Lump Sum Payments**

The Company may provide employees with additional cash awards or discretionary lump sum payments. The selection of employees and the amounts of the cash awards and lump sum payments will be made at the discretion of management.

6 **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 in this **Agreement**.

ARTICLE 16 – TRAVEL AND TEMPORARY WORK LOCATIONS

1 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 are authorized and 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 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) Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.

2 Overnight Trips

If the Company determines that overnight travel is required, the employee will be reimbursed for expenses, which are supported by receipts as follows:

- (a) Transportation expenses as described in Section 1 (d) above.
- (b) Lodging, approved in advance by the Company.
- (c) Meals, not to exceed **thirty-nine** dollars (**\$39.00**) per day, unless management approves a higher amount in advance.

ARTICLE 17 – NEW JOB TITLES AND JOB CLASSIFICATIONS

- 1 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union. Such notice shall include the job title or classification, a job description of the duties for such job title or classification, and the initial wage schedule for such job title or classification. The Company may proceed to staff such job title or classification after thirty (30) days from such notice.
- 2 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial wage schedules which the Company has established for the new or restructured job title or classification.
- 3 If negotiations are not so initiated, the initial wage schedules set by the Company shall remain in effect.
- 4 If agreement is reached between the parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage schedules, the agreed upon wage schedules shall be implemented as of the date of such agreement.
- 5 If negotiations are initiated pursuant to Paragraph 2, above, and if the parties are unable to reach agreement on a **wage** schedule for the new or restructured job title or classification within sixty (60) days following the Union's receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate **wage** schedule for the new or restructured job title or classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of job evaluation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate **wage** schedule for the new or restructured job title or classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision.
- 6 The procedures set forth herein shall also apply when the Company creates a new job **title** or re-evaluates a position or function held by an employee resulting in a reduction in the employee's **wages**. The Union will be given the opportunity to perform its own job evaluation or joint job evaluation within thirty (30) days of notification as described in Paragraph 1.
- 7 The procedures set forth in Paragraph 5, above, shall be the exclusive means by which the Union may contest the **wage** schedule which the Company sets for any new or restructured job title or classification or the decision of the Company in re-evaluating a function or position held by an employee resulting in a reduction in the employee's **wages**.

ARTICLE 18 – WORKING CONDITIONS

1 **Work Apparel**

The Company may, at its discretion, implement appearance standards and/or a dress code consistent with State and Federal laws. The Company may change the standards and code at its discretion.

For the employees in this **Agreement**, participation in the **DIRECTV** Branded Apparel Program (BAP or Program) is mandatory.

The Company can modify or discontinue this Program or the appearance standards and/or dress code at its discretion. If the BAP is discontinued for the employees listed in this **Agreement**, the Company will give those employees a minimum notice of thirty (30) days prior to such discontinuance.

2 **Home Garaging**

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

3 **Monitoring/GPS**

The Company, at its discretion, may monitor employees in this **Agreement** in accordance with State and Federal laws.

The Company, at its discretion, may use GPS technology with those employees in this **Agreement** in accordance with State and Federal laws.

ARTICLE 19 – BENEFIT PLANS, PROGRAMS, AND POLICIES

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

It is understood that participation by Employees in the AT&T benefit plans is expected to end effective December 31, 2022, and that DIRECTV will offer benefits under DIRECTV sponsored plans effective January 1, 2023. For other than administrative changes, the Company will notify the Union of changes the Company makes to implement its own benefit plans. Should any of these changes require other than administrative changes, the Company and the Union agree to bargain over any such changes and that all other terms and provisions of this Agreement will remain in effect through expiration.

An employee’s status, (2009 New Hire, 2012 New Hire, etc.) identified in the Company’s benefit enrollment system as of the Ratification Date of this 2022 Collective Bargaining Agreement (“Agreement”) shall continue to apply during the term of this Agreement, subject to modification due to a subsequent event.

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

New Hire Group	Definition:
2009 New Hires	Bargained Employees transferred into this Agreement with a hire or rehire date on or before August 17, 2012
2012 New Hires	Bargained Employees transferred into this Agreement with a hire or rehire date after August 17, 2012, and or on before June 26, 2015
2015 New Hires	Bargained Employees transferred into this Agreement with a hire or rehire date after June 26, 2015, and or on before August 5, 2019
2018 New Hires	Bargained Employees transferred into this Agreement with a hire or rehire date after August 5, 2019, and on or before the Ratification Date of this Agreement
2022 New Hires	Bargained Employees hired/rehired or transferred into the Agreement with a hire or rehire date after the Ratification Date of this Agreement

- 2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires, **and 2022 New Hires** shall be referred to collectively as “Employees;” and
- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as “Eligible Retired Employees.”

1. HEALTH AND WELFARE BENEFIT PLANS

A. Effective January 1, 2023, 2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires shall be eligible to participate in the benefit plans, programs and policies, identified in the chart below by an “x”, with the plan terms, conditions and provisions which were in effect on April,9, 2022 as described in the applicable SPDs and SMMs, except as noted herein.¹

Plan/Program/Policy	2009 New Hires	2012 New Hires	2015 New Hires, 2018 New Hires & 2022 New Hires
DIRECTV Field Services T&T Employee Medical Program ¹	X	X	X
DIRECTV Employee Assistance Program ¹	X	X	X
DIRECTV Dental Program (Bargained Employees) ¹	X	X	X
DIRECTV Vision Program (Bargained Employees) ¹	X	X	X
DIRECTV Group Life Insurance Program for Active Employees* ¹	X	X	X
DIRECTV Consolidated Long-Term Care Insurance Plan (closed to new entrants 5/1/2012)	X		
DIRECTV Flexible Spending Account Plan ¹	X	X	X
DIRECTV Disability Benefits Program	X	X	
DIRECTV Disability Income Program** ¹			X
DIRECTV Commuter Benefit Policy ¹	X	X	X
DIRECTV Adoption Reimbursement Policy ¹	X	X	X
DIRECTV Voluntary Benefits Platform ¹	X	X	X

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

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

**Management provisions as described in the Summary Plan Description.

- B. Employees, including newly eligible Employees, and Eligible Retired Employees (as provided for in Paragraph D) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on April 09, 2022, 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 to comply with changes in the law.
- C. The Company may unilaterally modify or discontinue DIRECTV Consolidated Long-Term Care Insurance Plan and the DIRECTV Voluntary Benefits Platform without further discussions with the Union.
- D. Employees who terminate employment with the Company during the term of this Agreement and are eligible for post-retirement medical coverage under the terms of the medical program the Employee was eligible for as an active Employee as of the date of termination, (an "Eligible Retired Employee") will be eligible, during the term of this Agreement, for coverage under the DIRECTV Eligible Former Bargained Employee Medical Program, DIRECTV Eligible Former Employee Dental Program (Eligible Former Bargained Employees), DIRECTV Group Life Insurance Program for Former Bargained Employees, DIRECTV Eligible Former Employee Vision Program, and DIRECTV Consolidated Long-Term Care Insurance Plan (current participants only), 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 D shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.
- E. 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.
- F. It is understood that certain benefits described in Exhibit 1 are subject to change to comply with implementation of the Patient Protection and Affordable Care Act (PPACA) and associated regulations and agency guidance. The Company will notify the Union of the changes the Company 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 2022 Agreement will remain in effect through expiration.

2. PENSION AND SAVINGS BENEFIT PLANS

- A. 2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires shall be eligible to participate in the benefit plans, programs and policies identified in the chart below by an “x”, with the plan terms, conditions and provisions which were in effect on April 09, 2022, as described in the applicable SPDs and SMMs, except as noted herein.

Plan/Program/Policy	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires	2022 New Hires
DIRECTV Retirement Savings Plan	X	X
Bargained Cash Balance Program #2 of the DIRECTV Bargained Pension Plan	X	X

- B. 2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires **and 2022 New Hires**

2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires shall continue to participate in the following pension and savings benefit plans, programs, and policies on the same terms and conditions which were in effect on April 09, 2022.

1. DIRECTV Retirement Savings Plan
 2. Bargained Cash Balance Program #2 of the DIRECTV Bargained Pension Plan (“BCB#2 Program”)
3. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subjects covered by the existing employee benefit plans, programs and policies.
 4. In the event, during the life of this Agreement, the Company proposes to amend any of the existing employee benefit plans, programs and/or policies or their successors, in a manner that affects benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided however that no amendment may be made in the employee benefit plans, programs and/or policies which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without its consent.
 5. Any dispute involving the true intent and meaning of Paragraph 4 may be presented as a grievance and if not resolved by the parties, it may be submitted to the arbitration procedure of this Agreement. Nothing in this Agreement shall be construed to subject the employee benefit plans, programs, and/or policies referenced in this Article (or their successors) or their administration or the terms of the proposed changes in the plans, programs, and/or policies to arbitration.

Exhibit 1
Field Services T&T Outline Summary

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires
Active Employees	
Effective Date(s)	Health & Welfare: 1/1/2023, unless noted otherwise
Eligibility	
For Medical, Dental, Vision, Disability, and Life Insurance (unless otherwise specified)	<p><u>2009 New Hires & 2012 New Hires</u> Applicable programs: Medical - DIRECTV Field Services T&T Employee Medical Program Dental – DIRECTV Dental Program (Bargained Employees) Vision – DIRECTV Vision Program (Bargained Employees) Disability – Legacy DIRECTV Disability Benefits Program Life Insurance - DIRECTV Group Life Insurance Program for Active Employees*</p> <p><u>2015 New Hires, 2018 New Hires and 2022 New Hires</u> Applicable programs: Medical - DIRECTV Field Services T&T Employee Medical Program Dental – DIRECTV Dental Program (Bargained Employees) Vision – DIRECTV Vision Program (Bargained Employees) Disability –DIRECTV Disability Income Program** Life Insurance - DIRECTV Group Life Insurance Program for Active Employees*</p> <p>*includes Supplemental Life and Dependent Life provisions **Management provisions as described in the Summary Plan Description.</p>
Medical	
Program	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p>DIRECTV Field Services T&T Employee Medical Program</p> <p>No change from current program except as provided below, and including:</p> <ul style="list-style-type: none"> • Choice of Option 1, Option 2 and Option 3 as defined below. <p>Fully-insured coverage options such as HMOs continue to be available at the discretion of the Company.</p>
Dependent Eligibility	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p>No change from current program.</p>
Eligibility for Coverage	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p>No changes from current program.</p>

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires																																																																																					
<p>Eligibility for Company Subsidy</p>	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p>No change from current program except as provided below.</p> <p>Individual Coverage: Company subsidy for Employees enrolled in Company sponsored Individual medical coverage (including fully insured coverage options, if available) will continue to begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage.</p> <p>Family Coverage: Company subsidy for Employees enrolled in Company sponsored medical coverage other than Individual coverage will continue to begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.</p>																																																																																					
<p>Active (Full-Time) Monthly Contributions</p>	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires and 2018 New Hires have a choice between the following three options:</u></p> <p>Option 1: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1073 1230 1152"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$83</td> <td>\$88</td> <td>\$93</td> <td>\$99</td> </tr> <tr> <td>Family</td> <td>\$231</td> <td>\$244</td> <td>\$258</td> <td>\$275</td> </tr> </tbody> </table> <p>Option 2: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1226 1230 1306"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$48</td> <td>\$52</td> <td>\$57</td> <td>\$62</td> </tr> <tr> <td>Family</td> <td>\$132</td> <td>\$143</td> <td>\$157</td> <td>\$171</td> </tr> </tbody> </table> <p>Option 3: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1379 1230 1459"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$16</td> <td>\$20</td> <td>\$24</td> <td>\$29</td> </tr> <tr> <td>Family</td> <td>\$44</td> <td>\$55</td> <td>\$66</td> <td>\$80</td> </tr> </tbody> </table> <p><u>2022 New Hires have a choice between the following three options:</u></p> <p>Option 1: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1604 1230 1684"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$101</td> <td>\$107</td> <td>\$112</td> <td>\$119</td> </tr> <tr> <td>Family</td> <td>\$280</td> <td>\$296</td> <td>\$310</td> <td>\$330</td> </tr> </tbody> </table> <p>Option 2: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1757 1230 1837"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$65</td> <td>\$70</td> <td>\$75</td> <td>\$81</td> </tr> <tr> <td>Family</td> <td>\$180</td> <td>\$194</td> <td>\$208</td> <td>\$225</td> </tr> </tbody> </table> <p>Option 3: Monthly Contribution Amounts</p> <table border="1" data-bbox="440 1911 1230 1934"> <thead> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2023	2024	2025	2026	Individual	\$83	\$88	\$93	\$99	Family	\$231	\$244	\$258	\$275		2023	2024	2025	2026	Individual	\$48	\$52	\$57	\$62	Family	\$132	\$143	\$157	\$171		2023	2024	2025	2026	Individual	\$16	\$20	\$24	\$29	Family	\$44	\$55	\$66	\$80		2023	2024	2025	2026	Individual	\$101	\$107	\$112	\$119	Family	\$280	\$296	\$310	\$330		2023	2024	2025	2026	Individual	\$65	\$70	\$75	\$81	Family	\$180	\$194	\$208	\$225		2023	2024	2025	2026					
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Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires												
	Individual	\$33	\$38	\$43	\$48								
	Family	\$92	\$105	\$119	\$133								
Active (Part-Time) Monthly Contributions	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> No change from current program.												
Working Spouse/LRP Contribution	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Spouse/LRP Access to Medical Coverage Additional Medical Contribution: 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. Additional Monthly Medical Contribution: <table border="1" style="margin-left: 20px;"> <tr> <td>2023</td> <td>2024</td> <td>2025</td> <td>2026</td> </tr> <tr> <td>\$100</td> <td>\$110</td> <td>\$120</td> <td>\$130</td> </tr> </table>					2023	2024	2025	2026	\$100	\$110	\$120	\$130
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Tobacco Use Contribution	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Tobacco Use Additional Medical Contribution: 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. Additional Monthly Medical Contribution: <table border="1" style="margin-left: 20px;"> <tr> <td>2023</td> <td>2024</td> <td>2025</td> <td>2026</td> </tr> <tr> <td>\$65</td> <td>\$70</td> <td>\$75</td> <td>\$80</td> </tr> </table>					2023	2024	2025	2026	\$65	\$70	\$75	\$80
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Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires									
Annual Deductibles	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u>									
	<u>Option 1:</u>									
		<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>		
		Network, PPO & ONA	Non-Network & Non-PPO	Network, PPO & ONA	Non-Network & Non-PPO	Non-Network & Non-PPO	Non-Network & Non-PPO	Network, PPO & ONA	Non-Network & Non-PPO	
	Ind	\$900	\$2,700	\$950	\$2,800	\$1,000	\$2,900	\$1,050	\$3,000	
	Family	\$1,800	\$5,400	\$1,900	\$5,600	\$2,000	\$5,800	\$2,100	\$6,000	
	The following Annual Deductible Provisions will apply to Option 1:									
	(Integrated with Med/Surg, MH/SA)									
	<ul style="list-style-type: none"> • Applies to all covered health services, including mental health/substance abuse (MH/SA) under the program. • The Annual Deductibles are included in the Out-Of-Pocket Maximums. • For Family coverage, a covered person is eligible to receive benefits once their eligible/allowable expenses satisfy the Individual Deductible amount. The Family Deductible is met once any combination of covered persons' eligible/allowable expenses meet the Family Deductible amount. It is not necessary that any one individual reach the Individual Deductible but no one individual may contribute more than the Individual Deductible amount. 									
	<u>Option 2:</u>									
	<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>			
	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>		
Ind	\$1,700	\$5,100	\$1,750	\$5,200	\$1,800	\$5,300	\$1,850	\$5,400		
Family	\$3,400	\$10,200	\$3,500	\$10,400	\$3,600	\$10,600	\$3,700	\$10,800		
<u>Option 3:</u>										
	<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>			
	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>		
Ind	\$2,700	\$8,000	\$2,750	\$8,100	\$2,800	\$8,200	\$2,850	\$8,300		
Family	\$5,400	\$16,000	\$5,500	\$16,200	\$5,600	\$16,400	\$5,700	\$16,600		
The following Annual Deductible Provisions will apply to Option 2 and Option 3										
(Integrated with Med/Surg, Rx, MH/SA)										
<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> – All prescription drug allowable charges of eligible expenses. 										

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires												
General Copay/ Coinsurance	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u>												
	<u>Option1:</u>												
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		2023 - 2026											
		<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>										
	Preventive	\$0 / 0% Ded waived	No Benefit										
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded										
	<u>Option2:</u>												
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		2023 - 2026											
	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>											
Preventive	\$0 / 0% Ded waived	No Benefit											
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	2023 - 2026												
	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>											
Preventive	\$0 / 0% Ded waived	No Benefit											
Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded											
<p>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.</p>													

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires																																				
Office Visit Copay/ Coinsurance	<p>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</p> <p>Option 1:</p> <table border="1" data-bbox="440 348 956 548"> <thead> <tr> <th colspan="3">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Preventive</td> <td>\$0 / 0% Ded waived</td> <td>No Benefit</td> </tr> <tr> <td>Sickness/Illness</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 2:</p> <table border="1" data-bbox="440 621 956 821"> <thead> <tr> <th colspan="3">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Preventive</td> <td>\$0 / 0% Ded waived</td> <td>No Benefit</td> </tr> <tr> <td>Sickness/Illness</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 3:</p> <table border="1" data-bbox="440 894 956 1094"> <thead> <tr> <th colspan="3">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Preventive</td> <td>\$0 / 0% Ded waived</td> <td>No Benefit</td> </tr> <tr> <td>Sickness/Illness</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table>	2023 - 2026				Network & Traditional Indemnity	Non-Network	Preventive	\$0 / 0% Ded waived	No Benefit	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026				Network & Traditional Indemnity	Non-Network	Preventive	\$0 / 0% Ded waived	No Benefit	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026				Network & Traditional Indemnity	Non-Network	Preventive	\$0 / 0% Ded waived	No Benefit	Sickness/Illness	\$0 / 10% After Ded	\$0 / 50% After Ded
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Urgent Care Facility/Professional Services Copay/ Coinsurance	<p>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</p> <p>Option 1:</p> <table border="1" data-bbox="440 1220 789 1373"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 2:</p> <table border="1" data-bbox="440 1446 789 1600"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 3:</p> <table border="1" data-bbox="440 1673 789 1827"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table>	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded																		
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Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires																		
Emergency Room Facility/ Professional Services Copay/ Coinsurance (Emergencies)	<p>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</p> <p>Option 1:</p> <table border="1" data-bbox="440 321 813 474"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </tbody> </table> <p>Option 2:</p> <table border="1" data-bbox="440 548 813 701"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </tbody> </table> <p>Option 3:</p> <table border="1" data-bbox="440 774 813 928"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 10% After Ded</td> </tr> </tbody> </table>	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 10% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 10% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 10% After Ded
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Hospital Inpatient/ Outpatient Facility/ Professional Services Copay/ Coinsurance	<p>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</p> <p>Option 1:</p> <table border="1" data-bbox="440 1005 716 1159"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 2:</p> <table border="1" data-bbox="440 1232 716 1386"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 3:</p> <table border="1" data-bbox="440 1459 716 1612"> <thead> <tr> <th colspan="2">2023 - 2026</th> </tr> <tr> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table>	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded	2023 - 2026		Network & Traditional Indemnity	Non-Network	\$0 / 10% After Ded	\$0 / 50% After Ded
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Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires		
Tests (all tests including x-ray, radiology, lab test, etc.) Copay/ Coinsurance	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u>		
	<u>Option 1:</u>		
		2023 - 2026	
		<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>
	Preventive	\$0 / 0% Ded Waived	No Benefit
	Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded
	<u>Option 2:</u>		
		2023 - 2026	
		<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>
	Preventive	\$0 / 0% Ded Waived	No Benefit
Sickness/ Illness	\$0 / 10% After Ded	\$0 / 50% After Ded	
<u>Option 3:</u>			
	2023 - 2026		
	<u>Network & Traditional Indemnity</u>	<u>Non-Network</u>	
Preventive	\$0 / 0% Ded Waived	No Benefit	
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Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires																											
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Mental Health/ Substance Abuse (MH/SA) Copay/ Coinsurance	<p>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</p> <p>Option 1:</p> <table border="1" data-bbox="440 1146 829 1297"> <thead> <tr> <th></th> <th colspan="2">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Outpatient & In Patient</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 2:</p> <table border="1" data-bbox="440 1371 829 1522"> <thead> <tr> <th></th> <th colspan="2">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Outpatient & In Patient</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table> <p>Option 3:</p> <table border="1" data-bbox="440 1596 829 1747"> <thead> <tr> <th></th> <th colspan="2">2023 - 2026</th> </tr> <tr> <th></th> <th>Network & Traditional Indemnity</th> <th>Non-Network</th> </tr> </thead> <tbody> <tr> <td>Outpatient & In Patient</td> <td>\$0 / 10% After Ded</td> <td>\$0 / 50% After Ded</td> </tr> </tbody> </table>		2023 - 2026			Network & Traditional Indemnity	Non-Network	Outpatient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded		2023 - 2026			Network & Traditional Indemnity	Non-Network	Outpatient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded		2023 - 2026			Network & Traditional Indemnity	Non-Network	Outpatient & In Patient	\$0 / 10% After Ded	\$0 / 50% After Ded
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<p>Annual Out-of-Pocket Maximums (OOP)</p>	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p style="text-align: center;">Out-of-Pocket Maximum Amounts (including Annual Deductible)</p> <p><u>Option 1:</u></p> <table border="1" data-bbox="440 394 1507 552"> <thead> <tr> <th></th> <th colspan="2">2023</th> <th colspan="2">2024</th> <th colspan="2">2025</th> <th colspan="2">2026</th> </tr> <tr> <th></th> <th><u>Network & Traditional Indemnity</u></th> <th><u>Non-Network</u></th> <th><u>Network & Traditional Indemnity</u></th> <th><u>Non-Network</u></th> <th><u>Network & Traditional Indemnity</u></th> <th><u>Non-Network</u></th> <th><u>Network & Traditional Indemnity</u></th> <th><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td>\$3,900</td> <td>\$11,700</td> <td>\$3,950</td> <td>\$11,800</td> <td>\$4,000</td> <td>\$11,900</td> <td>\$4,050</td> <td>\$12,000</td> </tr> <tr> <td>Family</td> <td>\$7,800</td> <td>\$23,400</td> <td>\$7,900</td> <td>\$23,600</td> <td>\$8,000</td> <td>\$23,800</td> <td>\$8,100</td> <td>\$24,000</td> </tr> </tbody> </table> <p>The following Out-of-Pocket Maximum provisions will apply to Option 1:</p> <p>(Integrated with Med/Surg, MH/SA)</p> <p>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.</p> <p>The following additional costs paid by the participant apply toward the applicable Network and Traditional Indemnity or Non-Network Out-of-Pocket Maximum amounts:</p> <ul style="list-style-type: none"> - 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<p>Prescription Drug Program (Rx)</p>	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u></p> <p>Option 1: Deductible:</p>																																																																																																												

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires				
	Individual	\$0			
	Family	\$0			
	Out-of-Pocket Maximum:				
		2023	2024	2025	2026
	Individual	\$1,700	\$1,750	\$1,800	\$1,850
	Family	\$3,400	\$3,500	\$3,600	\$3,700
	Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance, subject to Advanced Control Specialty Formulary provisions)				
		2023	2024	2025	2026
	Generic	\$10	\$10	\$10	\$10
	Preferred	\$45	\$48	\$51	\$54
	Non-Preferred	\$105	\$111	\$117	\$123
	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)				
		2023	2024	2025	2026
	Generic	\$20	\$20	\$20	\$20
	Preferred	\$90	\$96	\$102	\$108
	Non-Preferred	\$210	\$222	\$234	\$246
	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)				
		2023	2024	2025	2026
	Generic	\$10	\$10	\$10	\$10
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	Non-Preferred	\$105	\$111	\$117	\$123
	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)				
		2023	2024	2025	2026
	Generic	\$20	\$20	\$20	\$20
	Preferred	\$90	\$96	\$102	\$108
	Non-Preferred	\$210	\$222	\$234	\$246
	The following provisions will continue to apply to Option 1, Option 2 and Option 3				
	<ul style="list-style-type: none"> • Mandatory mail order for maintenance Rx – Applies after second fill at retail. • Specialty pharmacy program • Personal Choice – 100% participant-paid • Mandatory Generic 				

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires
	<ul style="list-style-type: none"> • Advanced Control Specialty Formulary • New Standard Prescription Drug Formulary • Generic Step Therapy
Employee Assistance Program (EAP)	
Program	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Employee Assistance Program No change from current program.
Visit Limit	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Continues to provide up to 5 EAP visits per person per issue.
Disability	
Program	<u>2009 New Hires & 2012 New Hires</u> DIRECTV Disability Benefit Program No change from current program. <u>2015 New Hires 2018 New Hires and 2022 New Hires</u> DIRECTV Disability Income Program as described in the Summary Plan Description, except as provided below. No change from current program.
Short Term Disability (STD)	<u>2009 New Hires & 2012 New Hires</u> Legacy AT&T Disability Benefit Program No change from current program. <u>2015 New Hires 2018 New Hires and 2022 New Hires</u> DIRECTV Disability Income Program as described in the Summary Plan Description. No change from current program.
Long-Term Disability (LTD)	<u>2009 New Hires & 2012 New Hires</u> Legacy AT&T Disability Benefit Program No change from current program. <u>2015 New Hires 2018 New Hires and 2022 New Hires</u> The DIRECTV Disability Income Program as described in the Summary Plan Description except that Temporary and Term employees are not eligible for LTD benefits. No change from current program.
Dental	
Program	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Dental Program (Bargained Employees) – except as provided below: <ul style="list-style-type: none"> • Dental PPO • DHMO (available at the discretion of the Company)

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires																									
Eligibility for Coverage	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</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>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</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>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Dental PPO or DHMO (if available): <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="5">Contribution Amounts</th> </tr> <tr> <th></th> <th><u>2023</u></th> <th><u>2024</u></th> <th><u>2025</u></th> <th><u>2026</u></th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$8.00</td> <td>\$8.00</td> <td>\$9.00</td> <td>\$10.00</td> </tr> <tr> <td>Ind+1</td> <td>\$17.00</td> <td>\$18.00</td> <td>\$19.00</td> <td>\$20.00</td> </tr> <tr> <td>Family</td> <td>\$27.00</td> <td>\$28.00</td> <td>\$29.00</td> <td>\$30.00</td> </tr> </tbody> </table>	Contribution Amounts						<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	Individual	\$8.00	\$8.00	\$9.00	\$10.00	Ind+1	\$17.00	\$18.00	\$19.00	\$20.00	Family	\$27.00	\$28.00	\$29.00	\$30.00
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Active (Part-Time) Monthly Contributions	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description. Note: Calculation of cost of coverage is subject to annual adjustment.																									
Deductible	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.																									
Annual Maximum Benefit	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.																									
Orthodontic Lifetime Maximum	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.																									
Coverage Levels	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.																									
Outside Network Area (ONA)	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.																									
Vision																										
Program	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Vision Program (Bargained Employees) except as provided below:																									
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	<u>Contribution Amounts</u> 2022*								
Individual	\$2.50								
Ind+1	\$4.50								
Family	\$8.00								
Active (Part-Time) Monthly Contributions	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.								
Coverage Levels	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Provisions will apply as indicated in the Summary Plan Description.								
Flexible Spending Account (FSA)									
Plan	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Flexible Spending Account Plan No change from current plan.								
Contribution Minimum/Maximums	<u>2009 New Hires, 2012 New Hires, 2015 New Hires 2018 New Hires and 2022 New Hires</u> No change from current plan, except 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 reasonably implement the change.								
Life Insurance									
Program	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Group Life Insurance Program for Active Employees No change from current program.								

Provision	2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires & 2022 New Hires
Active Benefits	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> No change from current program. Note: Contribution amounts are subject to annual adjustments.
Definition of Pay	<u>2009 New Hires, 2012 New Hires, 2015 New Hires 2018 New Hires and 2022 New Hires</u> No change from current program.
Long-Term	
Plan	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Consolidated Long-Term Care Insurance Plan
Coverage	<u>2012 New Hires, 2015 New Hires 2018 New Hires and 2022 New Hires</u> Not available; closed to new entrants as of 5/1/2012. <u>2009 New Hires</u> No change from current program, except the Company has the unilateral right to change, modify, amend and discontinue the DIRECTV Consolidated Long-Term Care Insurance Plan.
Adoption	
Policy	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> AT&T Adoption Reimbursement Policy No change from current policy.
Coverage	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> No change from current policy.
Commuter	
Policy	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> DIRECTV Commuter Benefits Policy No change from current policy, except as mandated by IRS Code Section 132 Regulations.
Coverage	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Pre-tax deductions for parking and mass transit. No change from current policy, except eligible expense and monthly limits updated annually as allowed by IRS Code Section 132 Regulations.

Provision	Eligible Retired Employees
Effective 1/1/2023	
Retiree Provisions	Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.
Medical	
Program	Eligible Retired Employees shall be eligible to participate in the same choice of program options and provisions as a similarly situated active 2009 New Hire, 2012 New Hire, 2015 New Hire, 2018 New Hires and 2022 New Hires except as noted below.

Provision	Eligible Retired Employees
Eligible Retired Employees (Full-Time) Monthly Contributions	<p><u>2022 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2018 New Hires, 2015 New Hires & 2012 New Hires</u> No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u> No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Eligible Retired Employees (Part-Time) Monthly Contributions	<p><u>2022 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2018 New Hires, 2015 New Hires & 2012 New Hires</u> No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u> No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Medicare Part-B Premium Reimbursement	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Not Eligible.</p>
Definition of Pay	<p><u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> Refer to the Summary Plan Description for the plan in which they were active participants.</p>
Dental	
Program	<p>Eligible Retired Employees shall be eligible to participate in the same provisions as similarly situated active 2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires except as noted in the sections below.</p>

Provision	Eligible Retired Employees
Eligible Retired Employees (Full-Time) Monthly Contributions	<p><u>2022 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2018 New Hires 2015 New Hires & 2012 New Hires</u></p> <p>No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <p>No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Eligible Retired Employees (Part-Time) Monthly Contributions	<p><u>2022 New Hires</u></p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <p><u>2018 New Hires, 2015 New Hires & 2012 New Hires</u></p> <p>No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible continue to be ineligible for coverage. <p><u>2009 New Hires</u></p> <p>No change from current program, as follows:</p> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 50% of full cost of coverage*. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <p>* Note: Calculation of the full cost of coverage is subject to change from time to time at the Company's discretion.</p>
Life Insurance	
Eligible Retired Employees Basic Life (Company Paid)	<p><u>2022 New Hires,</u> \$15,000 Retiree Basic Life</p> <p>These provisions will continue to apply:</p> <p><u>2018 New Hires, 2015 New Hires, 2012 New Hires and 2009 New Hires</u></p> <p>\$15,000 Retiree Basic Life</p>

Eligible Retired Employees	
Provision	
Eligible Retired Employees Supplemental Life (Retiree Paid)	<u>2022 New Hires, 2018 New Hires, 2015 New Hires, 2012 New Hires & 2009 New Hires</u> Employees eligible for Supplemental Life coverage may add 1x annual pay to Supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment.
Definition of Pay	<u>2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and 2022 New Hires</u> No change from current program.
Vision	
Eligible Retired Employees Vision Program	<u>2022 New Hires</u> Eligible Retired Employees shall be eligible to participate in the AT&T Eligible Former Employee Vision Program. <u>2009 New Hires, 2012 New Hires, 2015 New Hires and 2018 New Hires</u> Eligible Retired Employees shall continue to be eligible to participate in the AT&T Eligible Former Employee Vision Program.
Eligible Retired Employees Monthly Retiree Contributions	<u>2022 New Hires</u> <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible are ineligible for coverage. <u>2018 New Hires, 2015 New Hires & 2012 New Hires</u> No change from current program, as follows: <ul style="list-style-type: none"> Eligible Retired Employees who are Non-Medicare eligible will continue to pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare eligible will continue to be ineligible for coverage. <u>2009 New Hires</u> No change from current program, as follows: <ul style="list-style-type: none"> Eligible Retired Employees will continue to pay 100% of full cost of coverage* with no Company subsidy. <p>*Note: Calculation of the full cost of coverage is subject to change from time to time at the sole discretion of the Company.</p>

2009 New Hires, 2012 New Hires, 2015 New Hires, 2018 New Hires and Eligible Retired Employees	
Voluntary	
Discretionary Program	DIRECTV Voluntary Benefits Platform (products offered as they may change from time to time).

Wellness

The Company's bargained for employees represented by CWA continue to be eligible to participate in the AT&T Your Health Matters Program (YHM) as provided below.

The YHM 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 would be made available to eligible bargained Employees under Your Health Matters:

Wellness Programs

- Medical Decision Support Services,
- Coaching topics, including but not limited to the following: weight management, exercise, stress management, tobacco cessation, healthy eating, appointment adherence, depression prevention, medication adherence and self-management.

Disease Management

- Asthma
- Heart Failure
- Coronary Artery Disease
- Diabetes
- Chronic Obstructive Pulmonary Disease

Healthcare Price and Quality Transparency Tool

- Quality ratings and estimated costs for healthcare providers, physicians and specialists
- Reviews for nearby doctors, facilities and services

Health Assessment and Portal

Certain services are available only to employees who elect coverage in a **DIRECTV** self-funded medical program option. Currently, employees who enroll in a fully-insured medical coverage option such as an HMO or waive medical coverage (opt-out) will have access only to the YHM portal, the Health Assessment and Challenges.

The Company continues to retain the unilateral right to change, modify, amend or discontinue the benefits under Your Health Matters.

This letter will remain in effect through the term of the **2022** Collective Bargaining Agreement.

ARTICLE 20 – ABSENCE

1 Civic Duty

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

2 Death In An Employee's Immediate Family/Household

Employees may elect 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 or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

3 Personal Illness

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences due to personal illness on scheduled workdays, up to five (5) paid days not to exceed forty (40) hours per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work.

4 Excused Time Required by Law

In the event any Federal, State, Municipal or Local law or regulation requires excused time off (paid or unpaid), the provision or provisions so affected shall be made to comply with the requirements of any such law or regulation. Otherwise, all other provisions in **this Agreement** shall remain in full force and effect.

ARTICLE 21 – PERSONAL DAYS OFF

1 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.

Each employee who has completed six (6) months of service will be eligible for eight (8) paid Personal Days Off each vacation year.

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

2 Selection Of Personal Days Off

All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

ARTICLE 22 – VACATIONS

1 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.

2 Vacation Eligibility

Employees shall be eligible to accrue annual vacation, based on their Net Credited Service (NCS)/Term of Employment (TOE) 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.

3 Vacation Carry-Over

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

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.

4 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.

ARTICLE 23 – HOLIDAYS

- 1 **Seven (7)** paid holidays shall be observed as follows:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
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, employees will be given another day off in a subsequent week or a preceding week as determined by the Company.

Employees who work on a holiday will be paid eight (8) hours at their basic rate for the holiday and one and one half (1 1/2) times for all hours worked on the holiday.

- 2 **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.

ARTICLE 24 – FORCE ADJUSTMENT

1 Transfers

The Company may, at its discretion, hire employees off the street or from outside of the bargaining unit to fill vacancies in this **Agreement**. However, if the Company determines that a vacancy is to be filled from within the Contract, it will post a notice of the vacancy.

Regular full-time and regular limited term employees covered under this **Agreement** who have met time in title/time in location (unless waived through mutual agreement by the Company and Union) who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions for which they are qualified.

When an employee transfers to a job title covered by this **Agreement** having a higher maximum weekly rate, the employee will move to the nearest wage step on the new wage schedule in effect that does not result in a lower weekly rate than the employee had on the old wage schedule.

When an employee transfers to a job title covered by this **Agreement** having a lower maximum weekly rate, 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.

2 Relocation of Work

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

3 Force Adjustment

Whenever force conditions are determined by the Company to warrant a surplus and the possible layoff of employees in any group identified by the Company, the Company shall notify the Union (in writing, prior to notifying the affected employees) of the number of surplus employees in each such group. Layoffs in each such group shall occur in inverse order of seniority. 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.

At its discretion the Company may offer employees the opportunity to voluntarily resign and receive a severance payment in an amount to be determined by the Company.

4 **Layoff Allowance**

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

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

5 **Priority Rehire**

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

ARTICLE 25 – SCHEDULING AND PAYMENT FOR TIME WORKED

1 Work Schedules

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

2 Four-Ten Work Schedules

The Company will determine if, when and in which 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.

Overtime will be paid according to Section 5 below. Overtime is time worked in excess of forty (40) hours in a workweek.

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

Personal days off specified in Article 21 will be eight (8) hours. 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, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

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 accordance with Section 5 below.

If a holiday falls during the 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.

Paid absence will be granted in accordance with Article 20. An employee who is eligible for absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

3 Split Workdays

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

4 Cancellation Of Hours

If an employee begins the scheduled workday, management cannot cancel the employee's hours for the remainder of that workday.

5 Overtime

Employees may be required to work up to **fourteen (14)** hours of mandatory overtime per week subject to the needs of the business, except that this limitation will not apply in cases of emergency. Overtime hours worked in excess of forty (40) hours worked in a calendar week will be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

For purposes of crediting time not worked towards an employee's eligibility for overtime payments, only the following absences during a scheduled tour shall be considered:

- (a) Unpaid Union Time (**Article 4**)
- (b) Paid Union Time (**Article 4**)
- (c) Visit to Medical Facility or Company-Designated Physician at Company's Request

5 Relief Differential

Employees will be paid a differential of **twelve** dollars (\$**12.00**) when in addition to their normal duties they relieve or assist a manager for **four (4) hours or more**. Relief Differential assignments specifically exclude administering discipline to other employees.

6 Sunday Premium Payments

Employees who work on a Sunday shall receive the rate of one and one-half (1 ½) times the employee's base wages, up to a maximum of eight (8) hours per day. Employees who are excused from work with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

ARTICLE 26 –SENIORITY

- 1 Seniority as used in this **Agreement** shall mean Net Credited Service (NCS) (also known as Term of Employment (TOE)) with the Company as determined by the Pension Plan Administrator.
- 2 Where two or more employees have the same net credited service, the employee with the lowest last four digits of social security number shall be considered to be the most senior. In case there should be two or more employees with the same last four digits of the social security number, the lowest middle two digits will determine seniority. Should two or more employees have identical numbers to this point, the employee with the lowest nine digit social security number shall be considered as having the greater seniority.

ARTICLE 27 – CONTRACTING OF WORK

1 Contracting Out

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.

ARTICLE 28 – EMPLOYEES IN MILITARY SERVICE OR ACTIVE DUTY FOR TRAINING

- 1 A regular employee (not temporary or **regular limited** term) who enters the United States Uniformed Services for Active Duty for Military Service, shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall not be construed as necessary absence. A regular employee (not temporary or **regular limited** term) who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for the period of the necessary absence for such training. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

A **Regular Limited** Term employee who is a member of a reserve component or organized militia of the state and enters upon Military Training Duty will be granted a Military Leave of Absence for not more than two (2) weeks per year. The term "Uniformed Services" as used herein shall mean Uniformed Services of the United States as specified in the Uniformed Services Employment and Reemployment Rights Act of 1994.

An employee, on a Military Leave of Absence for Active Duty for Military Service or military training duty and who has re-employment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 and who makes application for reinstatement within the period provided in the law will receive upon reinstatement, full service credit for the period of absence for military service or training duty.

- 2 Military Leaves of Absence will be with eligibility to sickness disability benefits at the termination of the leave if the employee is then disabled but otherwise entitled to reinstatement in accordance with the terms of the DIRECTV Benefit Plans.

In death cases occurring during a Military Leave of Absence, sickness death benefits, where payable, shall be based upon the term of net credited service at the time the leave was granted, plus the elapsed time of Military Leave of Absence to the date of death, and shall be computed at the time the leave began.

Sickness disability benefits, where payable, shall be granted upon the net credited service at the time the leave was granted plus the elapsed time on Military Leave of Absence to the termination of such leave, and shall be computed on the basis of **DIRECTV** pay in effect at the time of the employee's reinstatement.

- 3 It is the policy of **DIRECTV** to pay a Military Differential Pay to **Regular** employees (not **Temporary** or **Regular Limited Term**) who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by federal law.

It is the policy of **DIRECTV** to pay a Military Differential Pay for a maximum of thirteen (13) scheduled work days to **Regular Limited Term** Employees who receive and provide the Company with a copy of military orders for military service in the U.S. Armed Forces subject to conditions imposed by the federal law.

Military Differential Pay is the excess of **DIRECTV** pay over military pay received by an eligible employee while on a Military Leave of Absence.

DIRECTV pay is an employee's **wages** (excluding overtime) in effect at the time the Military Leave of Absence begins. Night differentials are included. Military pay is an employee's military basic pay rate in effect when the Military Leave of Absence begins.

The Military Differential Pay shall be up to the limits prescribed in the following or the period of Military Service, whichever is shorter:

If the leave of absence and duration are...	And the date the leave begins the employee's net credited service is...	Then the duration of Military Differential Pay is...
Active Duty for Military Service (normally 2-5 years)	1 year or less	First 15 weeks
(See Note 3)	More than 1 year	First 26 weeks
Military Training Duty-normally 2 weeks (See Note 1)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Regular Limited Term Employee Military Training Duty (not to exceed 2 weeks)	No minimum	A maximum of 13 scheduled work days (including holidays) in each military fiscal year (October 1 - September 30)
Initial Active Duty for Training (at least 3 consecutive months but no more than 18 months)	No minimum	First 2 weeks (10 days)
Emergency Service	No minimum	A maximum of 13 scheduled work days (including holidays) in each calendar year (See Note 2)

Note 1: Includes attendance at schools for special military courses of instruction which may last several months.

Note 2: An absence for Emergency Service does not affect an employee's right or eligibility with respect to Military Training Duty, Initial Active Duty for Training, or Active Duty for Military Service. If the local emergency situation exceeds 13 scheduled workdays, pay treatment for additional time must be approved by the **DIRECTV** Pension Plan Administrator.

Note 3: Payment of Military Differential Pay, for up to the maximum durations described above, is limited to the time when an employee initially enters Active Duty for Military Service. The employee is not again eligible for the maximum payments, regardless of the number of times the employee enters Active Duty for Military Service.

Regular employees who volunteer for Military Training Duty (including attendance at schools for special military courses or instruction) or Emergency Service without receiving military pay, will be authorized time off but without **DIRECTV** pay or Military Differential Pay.

Upon furnishing official written documentation to his/her supervisor, a regular employee may be granted up to three (3) scheduled workdays off with pay to report for registration, testing and/or a physical examination for induction into Active Duty for Military Service or Initial Active Duty for Training.

- 4 An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall immediately present such notice to his/her supervisor.

The Company may extend the duration of Military Differential, but when it does so, the Union will be notified at least two (2) work days prior to implementation.

ARTICLE 29 – MANAGEMENT RIGHTS

- 1 Except as specifically limited by provisions of this **Agreement**, the Company reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, to operate its business, which include the right to establish, modify and enforce personnel policies, work rules, and regulations and standards for employee performance, including attendance policies, safety policies and disciplinary policies; as well as the right to make and enter into decisions to do any of the foregoing provided, however, that these rights shall not be exercised in violation of any of the other terms and provisions of this **Agreement**.

ARTICLE 30 - CONCLUSION

1 Parties' Demands

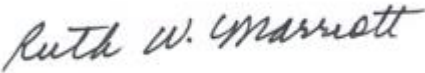


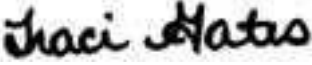
All demands of either party not specifically covered or disposed of by this Agreement or otherwise addressed in writing signed by the parties during the course of **2022** bargaining are hereby waived for the term of the **2022** Agreement, all such demands having been thoroughly discussed during the collective bargaining negotiations which are, by the execution of this Agreement, concluded. Unless otherwise specifically agreed in writing, neither party shall be obligated to bargain collectively during the term of this Agreement with respect to modification of their provisions or with respect to the demands of either party that have been the subject of the negotiations hereby concluded.

2 Duration

This **Agreement** shall terminate, unless extended by mutual agreement, at 11:59 PM on Saturday, April 11, **2026**.

SIGNATURES

The Communications Workers of America on behalf of the employees it represents, and the Company, having bargained in good faith and reached agreement as set forth in **this Agreement** applicable to its unit, sign through their duly authorized representatives as set forth below:

COMMUNICATIONS WORKERS OF AMERICA	DIRECTV, LLC
	
Ruth Marriott CWA Representative Telecommunications & Technologies	Brian Cattaneo Senior Director, Labor Relations
	
Brian Sawyer Staff Representative Telecommunications & Technologies	Traci Gates Director, Labor Relations



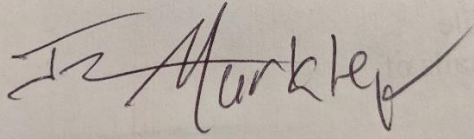

	
Darrel Budd, District 7	Dennis Lyda Lead Labor Relations Manager
	
Jason Markley, District 2-13	Jairo Pardo Lead Labor Relations Manager

EXHIBIT 1 - PAYROLL DEDUCTION AUTHORIZATION

ATTUID _____

Name _____

Last

First

Init.

I hereby authorize **DIRECTV** to deduct from my salary or wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union dues. If for any reason **DIRECTV** fails or is unable to make a deduction, I authorize **DIRECTV** to make such deduction in a subsequent payroll period.

The amount equal to regular monthly Union dues shall be that which is certified to **DIRECTV** by the Communications Workers of America for the bargaining unit and job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes.

This authorization shall remain in effect when I am employed by **DIRECTV** unless canceled by me. Such cancellation must be individually sent **electronically** to my **DIRECTV** Payroll Office and to the Union Local during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent Collective Bargaining Agreement, and shall be effective on the first payroll period in the following month.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize **DIRECTV** to deduct from my salary, wages or other payment an amount of \$ _____ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Date

Signature of Employee

Employee Work Location

Union Local

DIRECTV Organization

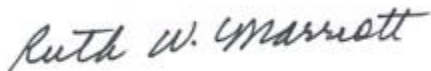
APPENDIX A

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

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

FOR THE UNION:



Ruth Marriott
CWA Representative
Telecommunications & Technologies

FOR THE COMPANY:



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

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]

Paid Parental Leave

April 10, 2022

Ruth Marriott
CWA Representative, Telecommunications & Technologies
501 Third Street, NW
Washington, DC 20001

Re: Paid Parental Leave

Dear **Ms. Marriott**:

Effective as soon as administratively feasible after ratification, bargaining unit employees covered by the **2022** Collective Bargaining Agreement by **DIRECTV, LLC** and CWA will be eligible to participate in a Paid Parental Leave Policy ("PPL") for U.S. Bargained-for Employees. The PPL will provide for two (2) weeks of paid parental leave. The Company retains the unilateral right to modify, suspend or discontinue the PPL Policy at any time in its discretion.

Regards,



Brian Cattaneo
Senior Director, Labor Relations

SUCCESSORSHIP

The Company agrees that in any agreement to sell a portion of its assets in a transaction involving the transfer of Employees subject to the parties' **2022** Agreement, as a condition of the closing of such sale, that the Buyer shall agree to assume the terms of the **2022** Agreement, provided that the Buyer shall have the right to re-open the unexpired **2022** Agreement at any time after eighteen (18) months but no longer than twenty-four (24) months following the Closing of the sale, the re-opening of which the Union hereby agrees to accept or, the Buyer and Union may bargain at the expiration of the **2022** Agreement, whichever is earlier. In no event will the terms of this Successorship Agreement limit any of the Company's existing rights under the **2022** Agreement. The Company further agrees it will notify the Union at least thirty (30) days prior to the close of such proposed transaction and, during such thirty (30) day period, will meet with the Union upon request to engage in effects bargaining and to discuss the business reasons for the Company's decision.

MEMORANDUM OF AGREEMENT
REGARDING NEUTRALITY AND CARD CHECK RECOGNITION

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

1 Duration.

This Agreement is effective as of the date stated above, and shall remain in effect for the life of the **2022** Collective Bargaining Agreement, unless extended, modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, however, that in the event this Agreement is terminated, all of the terms hereof nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation then exists.

2 Applicability.

- (a) All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.
- (b) As used herein, “the Company” means **DIRECTV, LLC** and all other present and future companies, divisions, subsidiaries or operating units thereof.
- (c) As used herein, “non-management” means employees who normally perform work in non-management job titles as determined by the Company, in accordance with the statutory requirements of the National Labor Relations Act, as amended, and applicable decisions of the National Labor Relations Board and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3, below, using the aforesaid statutory requirements and decisions as the governing principles. At the request of the Union, the Company will discuss with the Union neutrality as to Union representation of employees who are not defined above as “non-management.”
- (d) In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude all professional, managerial, and confidential employees, guards and supervisors as defined in the National Labor Relations Act.
- (e) The Company agrees that, for future divisions, subsidiaries or operating units that are not wholly owned, it will, at the request of the Union, discuss with the other owners the extension of this agreement to such divisions, subsidiaries, or operating units.

3 Card Check Recognition Procedure.

- (a) When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, and home address.
- (b) The Union will give twenty-one (21) days notice for access to Company locations. Access will be limited to one sixty (60) day period in any twelve months for each unit agreed upon or determined as provided herein.
- (c) (1) The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent Arbitrator to hear disputes with respect to this sub-paragraph shall be Richard Bloch. If he cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

(2) If either the Company or the Union believes that the bargaining unit as agreed or determined in (c) (1) above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of re-defining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c) (1).
- (d) The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by a majority of the employees in such unit(s).
- (e) For the purposes of determining the number of employees that constitute a majority of the bargaining unit, the employee population will be composed of only those employees employed in the bargaining unit on the earliest date which appears on the cards presented to the AAA. The cards so presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50% of employee authorizations as provided for in this Agreement.
- (f) In the event the Union fails to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which access was first granted as provided in (b) above.

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

4 Neutrality.

- (a) The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue of Union representation.
- (b) For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as to the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorizations from employees as provided for in paragraph 3 (b), above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, **DIRECTV, LLC**, or any of their officers, agents, directors or employees.
- (c) This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments or statements of intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

5 Valid Authorization Cards.

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

6 Recognition for New Entities and New Work.

- (a) The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructuring, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has been operating for a period of one hundred twenty (120) days.
- (b) If management determines that more than fifty percent (50%) of the employees employed within an appropriate unit for bargaining by a new entity were, immediately prior to such employment, employed in a bargaining unit represented by the Communications Workers of America, the Company agrees that it shall recognize and bargain with the Union as the duly constituted bargaining representative of such bargaining unit employees, and the Union agrees to acknowledge such new entity as a Successor Employer for all applicable purposes under the labor laws of the United States and any relevant state.

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

7 Regulatory and Legislative Support.

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

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

8 Job Offers to Employees in Existing Bargaining Units.

In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

- (a) the transfer of non-management work from any Union bargaining unit to any other entity of the Company or of any subsidiary of **DIRECTV, LLC**, or
- (b) the elimination of bargaining unit work while new jobs are created in any other entity of the Company or any subsidiary of **DIRECTV, LLC**,

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

9 Dispute Resolution.

Except as to disputes referenced in paragraph 3 (c) of this Agreement, all disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. With the exception of matters referenced in paragraph 3 (c) above, the meaning or application of this Agreement shall not be subject to arbitration. Each party reserves its right to seek judicial or other relief provided by law to enforce this Agreement. However, the parties agree that prior to seeking such relief, they will meet and confer as set forth above.

10 Waiver of Certain Other Claims.

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

- (1) any change on or after the execution date of this Agreement, in the administration and/or control of labor relations by **DIRECTV** or any of its entities, companies, divisions, or subsidiaries; or
- (2) any change in the scope, availability to employees, or administration by management of any program or practice for the effectuation of employee- initiated transfers between or among different subsidiaries or bargaining units;

provided, however, that this paragraph shall not be construed as having any effect on the Union's right or the Company's obligation, to the extent the same may exist under applicable law and/or any preexisting collective bargaining agreement(s), to negotiate changes in the terms and conditions applicable to such transfers.

(b) The provisions of this paragraph 10 shall survive the expiration of the remainder of this Agreement, and shall have full force and effect until specifically voided by mutual written agreement of the parties.

11 Severability.

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

COMMUNICATIONS WORKERS
OF AMERICA

Ruth W. Marriott
By _____

Date April 10, 2022

DIRECTV

Brian Catterino
By _____

Date April 10, 2022

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

Communications Workers of America, AFL-CIO

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

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

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

CVSCAREMARK

April 10, 2022

Ms. Ruth Marriott, CWA Representative

AT&T has arranged with CVS Caremark to designate all CVS pharmacies as a part of the Caremark mail order fulfillment process. Essentially, this will permit **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.

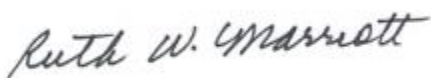
If the union does not object, **DIRECTV** will make this arrangement available to bargained employees as soon as administratively feasible after ratification. This arrangement is solely at **DIRECTV's** discretion and can be terminated or modified at any point during the term of the contract.

Regards,



Brian Cattaneo
Senior Director, Labor Relations

Concurred:



Ruth Marriott
CWA Representative

COPE PAC DEDUCTIONS – CWA

April 10, 2022

Ms. Ruth Marriott, CWA Representative, Telecommunications & Technologies

The Company will continue procedures to permit CWA-represented employees to contribute to the CWA-COPE Political Action Committee (“CWA-COPE PAC”) through payroll deductions. Such procedures shall continue in effect during the term covered by the 2022 Agreement.

As provided for in the regulations of the Federal Election Commission, the Union will reimburse the Company for the cost of administration of the payroll deduction system for CWA-COPE PAC. The parties agree that such costs, during the term of this Memorandum of Agreement, have been projected and included, as advance reimbursement as part of the overall economic proposals contained in the 2022 Agreement.

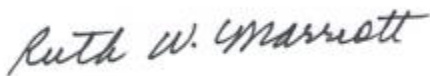
Payroll deductions authorized pursuant to this Agreement will be transmitted to the Treasurer of CWA-COPE PAC on a monthly basis.

Regards,



Brian Cattaneo
Senior Director, Labor Relations

Concurred:



Ruth Marriott
CWA Representative, Telecommunications & Technologies

**MEMORANDUM OF AGREEMENT REGARDING
SCHEDULING**

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

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

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

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

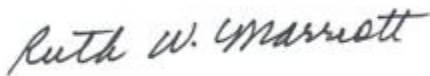
While the Company reserves the right to call employees into work on their day off, under the terms and conditions of the existing bargaining agreement, one (1) of these slots of two (2) consecutive days each week, will be designated as a guaranteed two (2) consecutive days off per month.

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

This Memorandum of Agreement will remain in effect through the term of the 2022 Collective Bargaining Agreement between the parties, and will be implemented with the next tour selection following ratification of the 2022 Collective Bargaining Agreement.

AGREED:

FOR THE UNION:



Ruth Marriott
CWA Representative

FOR THE COMPANY:



Brian Cattaneo
Senior Director, Labor Relations