

MEMORANDUM OF AGREEMENT
REGARDING **DIRECTV CARE LABOR AGREEMENT**
CALL CENTER PERCENTAGES

Subject to the ratification of the **2022** Regional Labor Agreement (“**2022 DIRECTV Care Labor Agreement CBA**”) between **DIRECTV Customer Services, LLC** (referred to herein as the “Company”) and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9 (“CWA”), the Company and CWA agree to the following during the term of the **2022 DIRECTV Care Labor Agreement CBA**:

1. Definitions

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

2. Call Center Percentages

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

3. Call Flow Minimum

- (1) In order to ensure compliance with Paragraph 2, the Company shall provide a Call Center Quarterly Report to CWA District 1 Vice President Dennis Trainor that sets forth:
 - (a) Number of Total Calls for each month in the quarter;
 - (b) Number of **DIRECTV Care Labor Agreement Calls** broken down by Call Center within the **2022 DIRECTV Care Labor Agreement** Regional Labor Agreement for each month in the quarter.
- (2) If requested by CWA, the Company and CWA will discuss the Company’s compliance with the agreed upon percentage (“Reconciliation Discussion”) **continuing at six month intervals**. The Reconciliation Discussion will include two designated CWA representatives appointed by CWA District 1 Vice President Dennis Trainor and two designated Company representatives.
- (3) If the Company has fallen short of the commitments in Paragraph 2 the Company shall take prompt, commercially reasonable steps to bring the **DIRECTV Care Labor Agreement** Call percentage up to the minimum guarantee within 120 days of the date the shortfall is reported by CWA to the Company.

- (4) During any period of identified shortfall, the Company shall not declare an involuntary surplus in all or any of the **DIRECTV Care Labor Agreement** Call Centers unless there is an extraordinary drop in call volume or due to adverse economic or business conditions as determined by the Company (e.g., failure to reach terms on a lease renewal).
- (5) The Company and CWA agree the information referenced in Paragraph 2 is highly confidential ("Confidential Information"). Any data provided to CWA pursuant to this Paragraph 3 shall not be used for any purpose other than the Reconciliation Discussion(s) and any proceedings to enforce this MOA except with the express written agreement of the Company. Failure to abide by the confidentiality terms of this MOA could result in the immediate cancellation of the MOA and of any further meetings at the Company's election.

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

4. Scope of Agreement

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

On Behalf of:

On Behalf of:

COMMUNICATIONS WORKERS OF
AMERICA

DIRECTV Customer Services, LLC



Pat Telesco
Area Director, District 1
Communications Workers of
America

Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

Date: February 12, 2022

Date: February 12, 2022

MEMORANDUM OF AGREEMENT EMPLOYMENT SECURITY COMMITMENT (ESC)

This Memorandum of Agreement is entered into as of **February 12, 2022** between Communications Workers of America and **DIRECTV Customer Services, LLC** (referred to as the "Company" or "Management").

1. The Company will guarantee employment security from a surplus resulting in a layoff of a regular employee as a result of a call center closure during the term of the **2022** Labor Agreement, subject to the conditions and provisions contained in this ESC.
2. Any regular employee who is in a surplus status pursuant to Article 14, Force Adjustment, or is in a title which the Company has determined it will eliminate or vacate (i.e., title is not populated), will be given a job offer as described in paragraph 3 provided the following conditions are satisfied:
 - A. Employee must be in one the following titles:
 - **Clerk**
 - **Clerk (WFH)**
 - **Video Solutions Specialist**
 - **Video Solutions Specialist (WFH)**
 - **Work Force Administrator**
 - **Work Force Administrator (WFH)**
 - B. The surplus condition is a result of a call center closure. Or, the employee is in a title which the Company has determined it will eliminate or vacate.
 - C. Employee is meeting expectations on his/her current job and must be qualified for the job offer, as determined by management.
 - D. Within fifteen (15) days of the date of the title elimination, title vacation, or surplus notification, or by such later date as is determined by Management, advises the Company of his/her election to invoke the ESC.
3. The job offer shall be made to those qualified employees, that are in an eliminated or vacated title or considered surplus, as defined in Article 14, Force Adjustment, by order of seniority beginning on the sixteenth (16th) day after the title elimination, title vacation, or surplus notification or by such later date as is determined by Management. The Company will make a job offer for positions as outlined below:
 - A. The job offer may be any **DIRECTV** labor agreement position within the continental United States.
 - B. An employee to whom a job offer has been made has one (1) working day to accept the job offer after which it will be considered rejected.
 - C. If the move entails a transfer into another **DIRECTV** bargaining unit, the employee will be treated the same as employees who currently transfer between **DIRECTV** labor agreements.

- D. If management determines testing is required to become qualified for the job offer, an employee's refusal to test or failure to qualify on any call center test will be considered a rejection of the job offer and the employee will continue under the terms of Article 14, Force Adjustment. However, if an employee fails a test, the re-test waiting interval will be waived one (1) time provided the employee notifies the Company of the employee's decision to re-test within two (2) business days of the employee being notified of test failure.
 - E. Rejection of a job offer shall be considered an election by the employee to continue under the terms of Article 14, Force Adjustment.
 - F. If a job offer is not made within six (6) months from the date the employee is notified of the surplus, the employee will continue under the terms of Article 14, Force Adjustment.
 - G. The Company will first endeavor to provide a job offer to an open position as close as possible to an employee's current work location, **or to a Work From Home position in the same title**, or in the event there is no current opening, to another position as determined by management.
4. The title elimination, title vacation, and force surplus conditions contemplated and dealt with in this ESC are those which occur in the normal course of business for reasons such as technological change, etc. The Company retains the right in its sole discretion, however, to suspend or cancel at any time the application of this ESC when a **DIRECTV** labor agreement call center location is closed because of any significant change or extraordinary fluctuation in economic or business conditions.
5. In the event of any conflict between the provisions of this ESC and the provisions of Article 13, Work Assignments or Article 14, Force Adjustment, of the **2022** Regional Labor Agreement, the provisions of this ESC shall control.

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

FOR THE UNION:



Pat Telesco
Area Director, District 1
Communications Workers of America

FOR THE COMPANY:



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

February 12, 2022

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

Dear Ms. Telesco:

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

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

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

Sincerely,



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

February 12, **2022**

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

Dear Ms. Telesco:

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

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

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

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

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

- Health Assessment and Portal

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Brian Cattaneo". The signature is written in a cursive style with a horizontal line underneath it.

Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

February 12, 2022

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

Dear Ms. Telesco:

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

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

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

Sincerely,



Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

MEMORANDUM OF AGREEMENT
REGARDING VOLUNTARY RECOGNITION
February 12, 2022 to February 14, 2026

This Agreement between **DIRECTV Customer Services, LLC** (referred to as the "Company") on behalf of itself and its affiliates and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9 of the Communications Workers of America ("Union" or "CWA") pertains to those domestic wireless markets operated by the Company. Whereas the Company wishes to minimize disruption to the orderly conduct of the Company's day-to-day business, it agrees to a voluntary recognition process pursuant to the terms of this Agreement.

1. Applicability Clause

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

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

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

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

2. Voluntary Recognition Procedure

(a). When requested by the Union, the Company agrees to furnish the Union lists of employees in an appropriate bargaining unit in each applicable State which it seeks to represent. This list of employees will include the work location, job title, and home address (including the employee's home telephone number where available).

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

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

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

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

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

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

(f). In the event that the parties are unable to agree, after negotiating in good faith for a reasonable time, but not to exceed ninety (90) days, upon the redefinition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration. The Arbitration shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the precedential decisions of the National Labor Relations Board and Appellate reviews of such Board decisions. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent arbitrator to hear disputes with respect to this sub-paragraph shall be Tom Angelo and the alternative arbitrator will be Richard Bloch. If either of these arbitrators cannot serve, the parties shall select an arbitrator from a list or lists of prospective arbitrators provided by the AAA.

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

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

3. Neutrality

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

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

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

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

5. Recognition For New Entities

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

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

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

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

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

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

8. Waiver of Certain Other Claims.

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

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

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

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

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

10. Duration. This Agreement shall be effective as of the dates on the signature lines below and shall run concurrent with the **2022** Labor Agreement between the Company and the Communications Workers of America and Districts 1, 2-13, 4, 7, and 9.


Date: 2/12/2022
Patricia Telesco
Area Director
Communications Workers of America


Date: 2/12/2022
Brian Cattaneo
Senior Director, Labor Relations
DIRECTV

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

UNION REPRESENTATION AUTHORIZATION
Communications Workers of America, AFL-CIO

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

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

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ WORK LOCATION: _____

TITLE: _____ DEPARTMENT: _____

PHONE# (h) _____ Cell Phone: _____

SIGNATURE: _____

August 27, 2022

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

Dear Ms. Telesco:

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

Sincerely,

A handwritten signature in cursive script that reads "Brian Cattaneo". The signature is written in black ink and is positioned above a horizontal line.

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