

**2018
Memorandum of Agreement**

Between

DIRECTV LLC

And

**Communications Workers of
America**

Appendix A

**Effective April 15, 2018
Expiration Date April 9, 2022**

Memorandum of Agreement

Between

DIRECTV LLC

And

Communications Workers of America

Appendix A

TABLE OF CONTENTS

<u>Section 1 – Agreement</u>	359
<u>Section 2 – Classification of Employees</u>	360
<u>Section 3 – Seniority</u>	361
<u>Section 4 – Company-Union Relations</u>	362
<u>Section 5 – Time Off</u>	366
<u>Section 6 – Working Conditions</u>	369
<u>Section 7 – Compensation</u>	373
<u>Section 8 – Force Adjustment</u>	377
<u>Section 9 – Bargaining Unit Structure</u>	379

Section 1 – Agreement

1 This Memorandum of Agreement (hereinafter called "Memorandum" or "MOA") is made and entered into by and between DIRECTV LLC (hereinafter referred to collectively in this MOA as the "Company"), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to in this MOA as the "Union"). The Company and the Union (hereinafter referred to collectively in this MOA as the "Parties") agree as follows:

2 Applicable job titles and states:

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

3 This Memorandum contains the entire agreement between the Company and the Union with respect to all job titles/locations referenced in Section 1.2 herein, who are not represented by another Union and are not in another CWA bargaining unit, except that Articles 1 (Recognition), 2 (Collective Bargaining), 5 (Union Representation), 7 and Exhibit 1 (Agency Shop and Collection of Dues; Payroll Deduction Authorization), 8 (Non-Discrimination), 9 (Grievance Procedure), 10 (Arbitration), 13 (Personnel Records), 14 (Safety), 17 (New Job Titles and Job Classifications), 19 (Benefit Plans, Programs, and Policies), 31 (Employees In Military Service or Active Duty for Training) and the following Other Agreements contained in the 2018 AT&T Corp. bargaining Agreement between the Company and the Union (the "Contract"): CVS Caremark, Neutrality and Card Check, Memorandum of Agreement Excise Tax, National Transfer Plan (NTP), Service Anniversary, Success Sharing Plan (SSP), Successorship, Parties Demands and Duration are incorporated as part of this MOA. Unless expressly incorporated in this section no provisions, agreements or terms and conditions not contained herein shall apply to job titles/locations covered by this Memorandum.

4 Where conflicts may exist or arise between provisions of this Memorandum and those of the above-referenced provisions of the Contract, the provisions of this Memorandum will prevail.

Section 2 – Classification of Employees

1 Regular Employee

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

2 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 Section 8 – Force Adjustment of this Memorandum. If a Regular Limited Term employee covered by this MOA 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 MOA.

3 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 Section 8 – Force Adjustment of this Memorandum.

4 For the purposes of this Memorandum, all employees hired after the effective date of this Memorandum, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

Section 3 – Seniority

- 1 Seniority as used in this Memorandum 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.

Section 4 – Company-Union Relations

- 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 Memorandum 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 Memorandum.

- 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 MOA, that violate the provisions of this MOA will be null and void immediately upon the effective date of this MOA. 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. Time off for Union activities will be limited to four hundred (400) hours per Union representative, per calendar year. 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 employees 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.

6 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 MOA 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.

Section 4 – Company-Union Relations

- C. Union activities involving the solicitation of members on the Company's premises shall be carried on only in accordance with the following:
1. Solicitation of employees shall only be made during periods when neither the Union representatives nor the employees being solicited are on Company time, excluding paid rest periods and lunch periods.
 2. Such solicitation shall not be carried on in space where the Company's operations or administrative work is being performed.
 3. Such solicitation shall be limited to small groups of employees (not to exceed four (4)), unless authorization for a larger group is obtained in advance from the appropriate Company representative.
 4. Such solicitation shall not interfere with the operations of the Company or the use of the space for the purposes for which the space was intended.

7 Union Orientation for New Employees

The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees 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 to the local union representative assigned to that area.

8 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.

9 No Strike/No Lockout

- A. During the life of this MOA, 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 MOA during the duration of this MOA.
- 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 MOA the Union will not promote, support, encourage, or request a work stoppage in any other bargaining unit with employees of an AT&T company or in any way impact the other collective bargaining agreements and/or relationships between the Union and any other AT&T company.

The Company and the Union further agree that any work stoppage or delay and/or failure to reach a new collective bargaining agreement for any other AT&T bargaining unit will not result in a work stoppage between the Union and

the Company for employees covered by this MOA or in any way impact the collective bargaining agreement and/or relationship between the Union and the Company.

- D. In the event of a work stoppage in any other AT&T bargaining unit that is an occupant in the same building as employees covered by this MOA, the Company and the Union agree that a separate entrance will be established for the exclusive use of the employees in this MOA.

10 Management Rights

Except as specifically limited by provisions of this MOA, 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 MOA.

Section 5 – Time Off

- 1 Six (6) paid holidays shall be observed as follows:

New Year's 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.

3 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.

4 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.

5 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.

6 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.

7 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.

8 Jury 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.

9 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.

10 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.

11 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 the MOA shall remain in full force and effect.

Section 6 – Working Conditions

1 Job Duties

Titles set forth in Section 1 – Agreement may be required to perform any and all work associated with offered products and services.

2 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 MOA, participation in the AT&T 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 MOA, the Company will give those employees a minimum notice of thirty (30) days prior to such discontinuance.

3 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 seven (7) 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.

4 Split Work Days

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

5 Cancellation Of Hours

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

6 Overtime

Employees may be required to work up to sixteen (16) 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.

Section 6 – Working Conditions

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:

- Unpaid Union Time (Section 4.4)
- Paid Union Time (Section 4.5)
- Visit to Medical Facility or Company-Designated Physician at Company's Request

7 Relief Differential

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

8 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 MOA.

9 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.

10 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.

11 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.

12 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 6.10(D) above.
- B. Lodging, approved in advance by the Company.
- C. Meals, not to exceed thirty-five dollars (\$35.00) per day, unless management approves a higher amount in advance.

13 Monitoring/GPS

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

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

14 Discipline

A. 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.

B. Demotions

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

C. Suspensions

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

Section 6 – Working Conditions

D. **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.

E. 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.

F. 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.

Section 7 – Compensation**1 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.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$512.00	\$512.00	\$512.00	\$512.00
2	\$547.00	\$548.50	\$550.00	\$551.00
3	\$584.50	\$588.00	\$590.50	\$593.50
4	\$624.50	\$630.00	\$634.50	\$638.50
5	\$667.50	\$675.50	\$681.50	\$687.50
6	\$713.00	\$723.50	\$732.00	\$740.00
7	\$762.00	\$775.50	\$786.00	\$796.50
8	\$814.00	\$831.00	\$844.00	\$857.50
9	\$870.00	\$890.50	\$906.50	\$923.00
10	\$929.50	\$954.50	\$974.00	\$993.50
11	\$993.00	\$1,023.00	\$1,046.00	\$1,069.50

Premises Technician				
(Time in Title/Location:30/12 months)				
Wage Area - B				
(Alamogordo, NM; Clovis, NM; Portales, NM)				
Step	Eff.	Eff.	Eff.	Eff.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$384.50	\$384.50	\$384.50	\$384.50
2	\$421.50	\$423.00	\$424.00	\$425.00
3	\$462.50	\$465.50	\$467.50	\$469.50
4	\$507.50	\$512.00	\$515.50	\$519.00
5	\$556.50	\$563.00	\$568.00	\$573.00
6	\$610.50	\$619.50	\$626.50	\$633.50
7	\$669.50	\$681.50	\$690.50	\$700.00
8	\$734.50	\$749.50	\$761.50	\$773.50
9	\$805.50	\$824.50	\$839.50	\$854.50
10	\$883.50	\$907.00	\$925.50	\$944.50
11	\$969.00	\$998.00	\$1,020.50	\$1,043.50

Section 7 – Compensation

Administrative Support Assistant				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Hanover, MD)				
Step	Eff.	Eff.	Eff.	Eff.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$449.50	\$449.50	\$449.50	\$449.50
2	\$464.50	\$465.50	\$466.50	\$468.00
3	\$479.50	\$482.50	\$484.50	\$487.00
4	\$495.50	\$500.00	\$503.00	\$506.50
5	\$512.00	\$518.00	\$522.50	\$527.00
6	\$529.00	\$536.50	\$542.50	\$548.50
7	\$546.00	\$556.00	\$563.50	\$571.00
8	\$564.50	\$576.00	\$585.00	\$594.00
9	\$583.00	\$596.50	\$607.50	\$618.00
10	\$602.00	\$618.00	\$631.00	\$643.50
11	\$622.00	\$640.50	\$655.00	\$669.50

Office Coordinator				
(Time in Title/Location:30/12 months)				
Wage Area - A				
(Albany, OR; Albuquerque, NM; Hanover, MD)				
Step	Eff.	Eff.	Eff.	Eff.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$500.00	\$500.00	\$500.00	\$500.00
2	\$519.50	\$521.00	\$522.50	\$523.50
3	\$540.00	\$543.00	\$545.50	\$548.00
4	\$561.50	\$566.00	\$570.00	\$574.00
5	\$583.50	\$590.00	\$595.50	\$601.00
6	\$606.00	\$615.00	\$622.00	\$629.00
7	\$630.00	\$641.50	\$650.00	\$658.50
8	\$655.00	\$668.50	\$679.00	\$689.50
9	\$680.50	\$696.50	\$709.00	\$722.00
10	\$707.00	\$726.00	\$741.00	\$756.00
11	\$735.00	\$757.00	\$774.00	\$791.50

Section 7 – Compensation

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.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$490.50	\$490.50	\$490.50	\$490.50
2	\$510.50	\$512.50	\$513.50	\$514.50
3	\$532.00	\$535.00	\$537.50	\$540.00
4	\$554.00	\$558.50	\$562.50	\$566.00
5	\$576.50	\$583.50	\$588.50	\$594.00
6	\$600.50	\$609.50	\$616.00	\$623.00
7	\$625.00	\$636.50	\$645.00	\$653.50
8	\$651.00	\$664.50	\$675.00	\$685.50
9	\$678.00	\$694.00	\$706.50	\$719.50
10	\$706.00	\$725.00	\$739.50	\$754.50
11	\$735.00	\$757.00	\$774.00	\$791.50

Warehouse Assistant				
(Time in Title/Location:30/12 months)				
Wage Area - B				
(Alamogordo, NM)				
Step	Eff.	Eff.	Eff.	Eff.
	2/5/2019	8/5/2019	4/12/2020	4/11/2021
1	\$420.00	\$420.00	\$420.00	\$420.00
2	\$441.50	\$443.00	\$444.00	\$445.00
3	\$464.50	\$467.00	\$469.00	\$471.50
4	\$488.00	\$492.50	\$496.00	\$499.00
5	\$513.50	\$519.50	\$524.00	\$529.00
6	\$539.50	\$548.00	\$554.00	\$560.00
7	\$567.50	\$577.50	\$585.50	\$593.50
8	\$596.50	\$609.00	\$618.50	\$628.50
9	\$627.50	\$642.50	\$654.00	\$665.50
10	\$659.50	\$677.50	\$691.00	\$705.00
11	\$693.50	\$714.50	\$730.50	\$747.00

***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.

2 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

Wage schedules shall be increased by three percent (3.0%) on the Maximum Rates and by zero percent (0%) on the Minimum Rates in effect on April 14, 2018. The initial general wage increase shall be effective 6 months prior to the ratification date and will be paid retroactive to that effective date as soon as practicable, provided that this Agreement is ratified on or before August 5, 2019.

(b) Second Wage Increase

Wage schedules shall be increased by three percent (3.0%) on the Maximum Rates and by zero percent (0%) on the Minimum Rates in effect after the initial wage increase above. The second wage increase shall be effective upon ratification and will be paid retroactive to that date as soon as practicable, provided that this Agreement is ratified on or before August 5, 2019.

(c) Third Wage Increase

Effective April 12, 2020, wage schedules shall be increased by two and one quarter percent (2.25%) on the Maximum Rates and by zero percent (0%) on the Minimum Rates in effect after the second wage increase above.

(d) Fourth Wage Increase

Effective April 11, 2021, wage schedules shall be increased by two and one quarter percent (2.25%) on the Maximum Rates and by zero percent (0%) on the Minimum Rates in effect after the third wage increase above.

3 Wage Credit/Changes

Start Rate

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

4 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.

5 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.

Section 8 – 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 MOA. However, if the Company determines that a vacancy is to be filled from within the Contract, it will post a notice of the vacancy in the AT&T Transfer System (ATS).

Regular full-time and regular limited term employees covered under this MOA 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 in the AT&T Transfer System (ATS) for which they are qualified.

When an employee transfers to a job title covered by this MOA 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 MOA 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:

Section 8 – Force Adjustment

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.

Section 9 – Bargaining Unit Structure

CWA further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees between said companies as a result of this Memorandum. Further, CWA will not, on the basis of this Memorandum or on the basis of any change in operations or practices as a result of this Memorandum, 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 Memorandum, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

EFFECTIVE DATES

The Company and the Union agree that the 2018 Memorandum of Agreement is, unless a different effective date is set forth in a particular item, effective on April 15, 2018, but only if it is ratified by the Union membership employed in the Business Operating Units and Divisions listed in Appendix 3 to the 2018 Agreement and in the bargaining unit covered by this Agreement.

PARTIES' DEMANDS

All demands of either party not specifically covered or disposed of by this Memorandum of Agreement or otherwise addressed in writing signed by the parties during the course of 2018 bargaining are hereby waived for the term of the 2018 Memorandum of Agreement, all such demands having been thoroughly discussed during the collective bargaining negotiations which are, by the execution of this Memorandum of Agreement, concluded. Unless otherwise specifically agreed in writing, neither party shall be obligated to bargain collectively during the term of this Memorandum of 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.

DURATION

This Memorandum of Agreement shall terminate, unless extended by mutual agreement, at 11:59 PM on Saturday, April 9, 2022.

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 the Memorandum of Agreement applicable to its unit, sign through their duly authorized representatives as set forth below:

AGREED:

FOR THE UNION:

/s/Lisa Bolton
Vice President,
Telecommunications & Technologies

/s/Ken Saether– Chair
Assistant to Vice President

Roy Hegenbart
CWA Local 3250

Mary Ellen Mazzeo
CWA Local 1152

LaNell Piercy
CWA Local 4252

Cindy Neumeyer
CWA Local 13500

Mike Lewis
CWA Local 2106

APPROVED:

/s/Chris Shelton
President – CWA

FOR THE COMPANY:

/s/John A. Andrasik – Chair
Director, Labor Relations

/s/Eric Bain
Lead Labor Relations Manager

/s/Andrea R. Ward
Associate Director, Labor Relations

/s/Diane Bradley
VP – Labor Relations

INDEX

A

Absence
 Accidental Injury 71
 Death or Funeral 71
 Election Board Service 71
 Jury Duty 70
 Leave of, Military 92
 Medical Office Visit 71
 Personal Illness 69
 Quarantine 71
 Voting 71
Absence in General 69
Agency Shop 13
Agency Temporaries 316
Alternate Work Schedules 296
Appearance Guidelines 348
Appendix A - Memorandum of Agreement - DIRECTV LLC 357
 Section 1 - Agreement 359
 Section 2 - Classification of Employees 360
 Section 3 - Seniority 361
 Section 4 - Company-Union Relations 362
 Section 5 - Time Off 366
 Section 6 - Working Conditions 369
 Section 7 - Compensation 373
 Section 8 - Force Adjustment 377
 Section 9 - Bargaining Unit Structure 379
Arbitration 19
Arbitration Awards 348
AT&T and CWA Learning 273
AT&T Transfer And Rehire System (ATS) 230

B

Barnes Process 341
Building Construction 298
Bulletin Boards 11

C

Collection of Dues 14
Compensation Plans
 New Plans 293
Compensatory Time 316
Construction Technicians Work Rules 337
Contracting of Work 89
CVS Caremark 303

D

Definitions
 Employees 8
 Hours of Work 3
 Tour 4
 Wage Rates 5
Designated Holidays 337
Discipline - Demotions 24, 371
Discipline - Dismissals 24, 372
Discipline - Suspensions 24, 371

INDEX

Discipline - Warnings	24, 371
Downgrades to New Job Title	351
Drug Testing	313
Duration	380

E

Effective Dates	380
Electronic Monitoring	266
Employee Training	349
Employment Security	260
Equivalent Service	27
Equivalent Work Week	35
Ergonomics	329
Evening Meal Allowance and Expenses	319
Excused Work Days	72, 349
Expedited Arbitration	21
Extended Vacations	322

F

Family Resource Programs	307
Force Adjustment	79
Full-Time Employees	9

G

General Wage Increases	28
Geographical Commuting Area	30
Gradual Return to Work	307
Green Circle Treatment	337
Grievance Procedure	16

H

HITS Provisions	268
Holidays	77
Compensation	78
Home Garaging	329

I

Indemnification	351
Interim Return Home	32
Interim Status	329

J

Job Security	289
Joint Health Care Cost Containment Committee (JHCCCC)	295

L

Labor Advisory Forum	285
Leave of Absence	
Military	92
Leave of Absence - Union	11
Level Equalization Groups (LEGS)	241
Leveraged Title	304
Local Agreements	351

INDEX

M

Management Performing Bargaining Unit Work 287
Meal Period 3
Mediation 23
Messaging Application Services 331
Military Duty 92
Monitoring 266
Moving Expenses 33
Mutual Respect 2

N

National Transfer Plan 246
Net Credited Service 9
Neutrality and Card Check 279
New Job Titles And Job Classifications 34
Non-Discrimination 16
Non-Located Employees 9

O

On-Call 330
Operator Services Performance Measurements 330
Overtime Equalization 351
Overtime Rates 6

P

Parties' Demands 380
Part-Time Employees 9
Pension Asset Transfer (Formerly N) 310
Per Diem 31
Personnel Records 25
Pittsburgh CSSS 291
Promotions 29

R

Reassignment Pay Protection Plan 86
Recall Forward 302
Recognition 1
Relief Period 4
Retirement Related Benefit Eligibility 314

S

Safety 25
Schedule Change Part Time Employees 351
Scheduling 325
Seniority 9, 87
Service Anniversary 306
Service Assistant 353
Signatures 381
Special Leave Program 311
Starting Rates 27
Subcontracting Committees 294
Sub-Contracting Work 335

INDEX

T

Technical Displacement	85
Telecommuting.....	299
Teleconference Specialist - Force Adjustment	349
Temporary Employees	8
Term Employees	8, 312
Termination Payments	82
Titles And Wages	27
Transfers, Travel Allowances And Moving Expenses	30
Travel Allowances	
Temporary Transfer	31

U

Union Activities - Absence	10
Union Activities - Company Premises	12
Union Management Activities.....	12
Union Officers - Promotion	10
Union Organization	10
Union Orientation	12
Union Representation	308
Union Representation	11

V

Vacation	74
Carry Over	74
Day-at-a-time	74
Payments in Lieu of	75
Rescheduling Due to Transfer	77
Scheduling	76
Vacation Scheduling	354
Voluntary Overtime - Ohio C&P	356

W

Wage Protection Allowance	8
Weather Emergencies - Operator Services.....	351
Wellness	60
Work & Family Programs	307
Workforce 2020 Committee	288

2021

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	1	2	3	4	5	6					1	2	3		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5					1	2	3	1	2	3	4	5	6	7		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
30	31																										
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2	1	2	3	4	5	6					1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		
							31																				

2022

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	1	2	3	4	5							1	2			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28					27	28	29	30	31	24	25	26	27	28	29	30			
30	31																										
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2	1	2	3	4	5	6	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30		24	25	26	27	28	29	30	28	29	30	31				
													31														
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1	1	2	3	4	5							1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			25	26	27	28	29	30	31	
							30	31																			

