

TENTATIVE PENDING FINAL AGREEMENT ON A FULL AND COMPLETE CONTRACT
2021 BARGAINING NABET AND DIRECTV
COMPANY PROPOSAL # 14
SUBJECT: West DTV Sports Operations Agreement

AGREED: _____

AGREED: _____

PROPOSAL:

General Terms and Conditions: This Company proposal is provided in package content/format and is intended and understood to be a single Company proposal. Accordingly, the contents may not be accepted, modified or rejected in part, nor may they be amended or modified with other open proposals provided by the Company or Union. This Company proposal is contingent upon a final tentative agreement.

Package Summary:

1. CP14 - Company Package Proposal
2. CP03B - Benefits
3. NABET Transition Agreement
4. Paid Parental Leave (PPL) Letter
5. Employee Concessions Letter
6. Broadcast Operator Letter

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ARTICLE 1

Section 1.01 Agreement

This Agreement is made and entered into as of _____, 2021 by and between DIRECTV LLC., (hereinafter referred to in this Agreement as the "Company") and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA (NABET-CWA), AFL-CIO (hereinafter referred to in this Agreement as the "Union"). The Company and the Union (hereinafter referred to collectively in this Agreement as the "Parties") agree as follows:

A. The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company in the State of California whose occupations are listed in Article 1, Section 1.01B below and who are not represented by another Union and are not in another bargaining unit.

B. Applicable Job Titles and State:

Job Title	State
Broadcast Operator I	CA
Broadcast Operator II	CA
Broadcast Operator III	CA

C. It is the intent of the parties hereto that there is no conflict between the terms of this Agreement and any state or federal government rule, regulation or other law, policy, procedure, rules or regulations affecting conditions of employment. If such conflict is found to exist, this collective bargaining agreement shall take precedence, to the extent permitted by law. Should any provisions of this Agreement be rendered or declared unenforceable by any competent tribunal, the balance of this Agreement shall remain in effect.

D. 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) of the Parties as designated respectively by the President of the Union and by the Vice President-Labor Relations of the Company or by persons empowered to act on their behalf.

E. In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, age, sexual orientation, gender identity, disability, genetic

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information, marital status, citizenship status, military status, veteran status or any other status protected by applicable federal, state or local law.

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ARTICLE 2

NEW JOB TITLES AND CLASSIFICATION OF EMPLOYEES

Section 2.01 New Job Titles

Whenever the Company determines it is appropriate to create a new job title or change a job title in the bargaining unit, it shall provide advance written notice to the Union.

Section 2.02 New Employment Opportunities

Whenever the Company determines it is appropriate to create new employment opportunities, it shall provide advance written notice to the Union, including the job requisition information.

Section 2.03 Classification of Employees

A. Regular Employee

One whose employment is full time, and one whose employment is expected to be indefinite.

B. Term Employee

One hired for a specific project or a limited period with the understanding that the term of employment is expected to last more than one (1) but not longer than three (3) years. A Term Employee may be work completed, or converted to a Regular Employee, at the Company's discretion. If a Term Employee covered by this Agreement attains three (3) years of service, the employee shall be work completed or be 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. Term Employees shall be excluded from the provisions in Article 14 - Force Adjustment.

C. Temporary Employee

One hired for a specific project or a limited period with the 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. A Temporary Employee covered by this Agreement may be converted to a Term Employee or Regular Employee at the Company's discretion any time within or at the end of twelve (12) months of service. Temporary Employees shall be excluded from the provisions in Article 14 - Force Adjustment.

D. Probationary Employee

All employees hired after the effective date of this Agreement, shall be probationary for eighteen (18) months.

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ARTICLE 3

Section 3.01 Seniority

- A.** 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. Any employee who is separated from employment, and subsequently rehired, shall be entitled to seniority rights as determined by their Term of Employment (TOE, also known as Net Credited Service (NCS)) under the AT&T Pension Benefit Plan.
- B.** Where two (2) or more employees have the same net credited service, the employee with the highest last four (4) digits of the social security number shall be considered to be the most senior. In case there are two (2) or more employees with the same last four (4) digits of the social security number, the highest middle two (2) digits will determine seniority. If two (2) or more employees have identical numbers to this point, the employee with the lowest nine (9) digit social security number shall be considered as having the greater seniority.

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ARTICLE 4

COMPANY UNION RELATIONS

Section 4.01 Agency Shop/Union Dues

- A.** Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues and initiation fees.
- B.** Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues and initiation fees.

The Company shall within ten (10) business days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the membership dues or initiation fees, as required by this section.

- C.** The Company agrees that upon receipt of an individual written request on a dues checkoff authorization form approved by the Company and signed by an employee covered by this Agreement, the Company will deduct one-point-three-three percent (1.33%) from the gross wages of an employee as periodic Union dues and five percent (5%) of gross wages from each check until paid in full for initiation fees. The Company agrees to transmit collected dues to the Union.
- D.** This authorization and assignment is effective for a period of one (1) year from the date of the original checkoff notice and shall continue in full force and effect annually unless revoked in writing by the employee. Such revocation by the employee shall be executed by written notice and sent via registered mail to the Union and the Company, and shall be effective thirty (30) days after receipt of such revocation by the Company. Furthermore, the Company may invalidate the assignment upon written notice to the Union if any court, agency of the United States or arbitrator holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Report and Disclosure Act of 1959, or any other applicable statutory provision.
- E.** The total amount of collected dues shall be promptly transmitted by the Company via electronic transfer to the Union, at 501 Third Street, N.W., 6th floor Washington, D.C. 20001 no later than the tenth (10th) day of the month or as soon as administratively feasible, following the deductions. Upon transmission of

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deducted dues to the Assistant to the President, Chief Financial Administrator, of the above Union office, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any transmitted dues.

- F.** Dues deductions shall cease upon expiration of this Agreement provided that the Company gives the Union one (1) week written notice. Deductions shall also cease at such time as a strike or work stoppage occurs in violation of Article 7 of this Agreement (No Strike/No Lockout).
- G.** The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30th) day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company and leaves of absence of more than one-month duration.
- H.** Cancellation of dues deduction authorizations will be made by the Company on a permanent transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and the Company will notify the Union of such cancellation.
- I.** It is agreed that the payroll deduction of Union dues shall be in lieu of Union collection of dues, assessments and contributions on the Company's premises where work operations are being performed and while Union Representatives and/or the employees involved are on Company time.
- J.** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the provisions of this Article, or in reliance on any dues deduction card furnished under the provisions of this Article or on any certification by the Union.

Section 4.02 Mutual Responsibility and Respect

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.

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Section 4.03 Authorized Union Representatives

The Union agrees to furnish to the Director-Labor Relations a list of the two (2) names of authorized Union Representatives and their Union titles as well as the names and titles of Local Union Leadership, and provide updates to the list as changes are made.

Section 4.04 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 two (2) weeks' notice, if possible, prior to the requested time off for Union activities.
- C.** Time off for Union activities will be limited to forty (40) hours per calendar year, per Union Representative. Time off to engage in formal negotiations for subsequent collective bargaining agreements shall not be included in determining the amount of time off for the purpose of this Section. However, those identified by the Union may be granted additional time upon approval at the Company bargaining level.
- D.** Time off for Union activities shall not be deducted from the employee's seniority.
- E.** It is understood that all absences mentioned in this Section pertain to the administration of this Collective Bargaining Agreement unless mutually agreed upon between the Union President and the appropriate Director-Labor Relations.

Section 4.05 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 for up to two (2) authorized representatives from the Union, who are employees covered by this Agreement, 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 only matters relating to employees covered by this agreement.

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- C.** Paid time is limited to the actual meeting time and will be paid at straight time, limited to twenty-four (24) hours per year, not to exceed two (2) hours of pay per meeting.
- D.** Under no circumstance will an overtime rate be paid to employees as a result of attending a meeting with management or performing Union activities under this Section.
- E.** The Company will compensate two (2) authorized representatives of the Union, who are active employees covered by this Agreement, for attending meetings with Management for the purpose of negotiating a written Agreement during bargaining. This compensation will be at the employee's basic straight time wage rate for scheduled workdays only and will not include any differential payments. The total days paid by the Company for each employee will not exceed fifteen (15) days. The expenses of all Union Representatives will be borne by the Union.

Section 4.06 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 distributed by the Union or any employee acting as a Union officer or agent shall not contain anything controversial or anything derogatory to the Company or any of its employees. Should the Union or any employee acting as an authorized representative or agent distribute any Union literature that, in the judgment of the Company is controversial or derogatory to the Company, the Union shall be promptly notified and that literature shall be immediately collected by the Union following such notification by the Company. If the literature is not immediately collected by the Union, the Company shall collect the literature.
- C.** Union activities carried out by the Union or any employee acting as a Union officer or agent involving the solicitation of members on the Company's premises shall be carried on only in accordance with the following:

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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 spaces 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.

Section 4.07 Claims by Other Unions

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Unions in connection with the operation of specific technical equipment in any particular area.

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ARTICLE 5

PROBLEM RESOLUTION PROCEDURES

Section 5.01 The Company and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While management maintains the right and responsibility to make decisions which affect the business, the parties will endeavor to jointly evaluate and plan proposed actions that affect the employees, the Union and the Company.

Section 5.02 Union Presentation

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

The presentation of a grievance must be made in writing or email with delivery receipt notification as described in Article 5, Section 5.03B1a and in accordance with the time limitations specified below to be eligible for handling under the provisions of Article 5, Sections 5.03 and 5.06:

- A.** All grievances must be presented within fifteen (15) calendar days from the first occurrence of the action or within fifteen (15) calendar days from the date of discovery.
- B.** Only one (1) non-disciplinary grievance regarding a single action or decision by management involving multiple employees represented by the Union will be filed in accordance with this Section.

Section 5.03 Grievance Procedure

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

- A.** All grievances will be presented as follows:
 - 1.** Step I - The Step I grievance will be presented to the employee's immediate supervisor. One (1) paid Union Representative may attend this meeting. If the grievance is not resolved, it will be referred to Step II.
 - 2.** Step II - The Step II grievance will be presented to the supervisor of the employee's immediate supervisor, or their designee. One (1) paid Union Representative may attend this meeting to attempt to resolve the grievance.

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B. Step I Grievances will be processed according to the following method:

1. Prior to the Step I Meeting

- a.** The Union's written presentation of the grievance to the employee's immediate supervisor will include the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable or if not applicable, the source of the alleged violation (e.g., Memorandum Of Agreement name or number, discipline, documentation); the name of the grievant; and the remedy sought. Presentation must be made in accordance with the time limits stated in Article 5, Section 5.02.

2. Holding the Step I Meeting

- a.** Management will hold the Step I meeting within fifteen (15) calendar days following presentation of a grievance, or at a mutually agreeable date.
- b.** Both parties should make every effort to ensure that a Step I meeting is held. If management does not hold the Step I meeting within fifteen (15) calendar days following presentation of the grievance and there is no mutual agreement to extend, the grievance will automatically be escalated to Step II.

3. Following the Step I Meeting

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

C. Step II Grievances will be processed according to the following method:

1. Prior to the Step II Meeting

- a.** The Union will notify the Company in writing via certified mail or email with delivery receipt notification of its intent to escalate the grievance to Step II within fifteen (15) calendar days following the Step I meeting.
- b.** The Union's failure to notify the Company of its intent to escalate the grievance within fifteen (15) calendar days following the Step I meeting will result in the grievance being considered withdrawn from the Grievance Procedure.

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2. Holding the Step II Meeting

- a. Management will hold the Step II grievance meeting within fifteen (15) calendar days of receipt of the Union's written or emailed intent to escalate the grievance or at a mutually agreeable date. If management does not hold the Step II meeting within the time limit and there is no mutual agreement to extend, the grievance becomes automatically eligible for arbitration.
- b. If a Step II grievance meeting is not held, and the matter is eligible for arbitration under Article 5, Section 5.05, the Union must send an Intent to Arbitrate Letter to Director - Labor Relations within thirty (30) days of the Union sending the intent to escalate to Step II, or the grievance will be considered withdrawn from the Grievance Procedure.

3. Following the Step II Meeting

- a. Management will send the Step II Company Position to the Union and the appropriate Director - Labor Relations, in accordance with Article 5, Section 5.04.

Section 5.04 Company Position

The Step II Company Position (as described in 5.03C3a) shall be sent by certified mail or email with delivery receipt notification to the Union in writing within five (5) calendar days of the final Step II grievance meeting. A copy will also be sent to the appropriate Director-Labor Relations.

Section 5.05 Arbitrability

In the event the Company, without just cause, warns, demotes, suspends or dismisses any employee, who has six (6) months or greater service with the Company, the Union may appeal such action pursuant to the provisions of Article 5, Section 5.03.

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.

Only grievances that pertain to employees who have eighteen (18) months or more of net credited service are eligible for arbitration as set forth in Article 5, Section 5.06.

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Section 5.06 Arbitration Procedures

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

- A.** If the Union is not satisfied with the Company's decision at the final meeting in the Grievance Procedure, the Union may request that the grievance be arbitrated.
- B.** The Union will notify the Director - Labor Relations, in writing via certified mail or by email with delivery receipt notification, of its desire to meet on the grievance within fifteen (15) calendar days of receipt of the Step II Company position letter as described in Article 5, Section 5.04. The meeting between Labor Relations and the Union will be held within fifteen (15) calendar days, or at a mutually agreeable date, from receipt of the written notice. If the Union fails to send either written notice within the time limit stated (fifteen (15) calendar days) and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the Grievance Procedure.
- C.** The Director - Labor Relations or designated representative, will send the final Company position letter via certified mail or email with delivery receipt notification to the Union within five (5) calendar days of the Union and Labor Relations meeting. Within fifteen (15) calendar days following the Union's receipt of the Company's final position letter, as described in this Article, Section 5.06C, the Union will notify the Company in writing or email with delivery receipt notification of its intention to arbitrate the grievance for any matter that is eligible for arbitration as defined in Article 5, Section 5.05. This notice will specify the issues involved in the grievance and remedy requested. Specifically it will clarify the Union's original written presentation of the grievance to management. This clarification will define the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought.

If the Union does not notify the Company in writing or email with delivery receipt notification of its intention to arbitrate the grievance within the time limit stated (fifteen (15) calendar days) and no mutual agreement to extend the time limit has been reached, the grievance will be considered withdrawn from the Grievance Procedure.

- D.** The first day of the arbitration hearing will be held within six (6) months from the date of the Union's notification in writing or email with delivery receipt notification of its intent to arbitrate the grievance. If the arbitration request involves an employee's dismissal and the six (6) month time limit has been exceeded, the period used for computations of any back pay liability for the Company shall not exceed six (6) months from the date of the Union's notification of intent to

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arbitrate the dismissal issue, except when the time limit has been extended by mutual agreement.

Section 5.07 Arbitrator

- A.** When the union requests arbitration the Parties shall seek a panel of seven (7) arbitrators from the American Arbitration Association (AAA). For any matter, each Party shall have one opportunity to reject the entire panel submitted by AAA, but the party so rejecting a panel shall bear the entire cost of a new panel. Once a panel is selected, the Union and the Company shall alternately strike arbitrators from the list (with the responding Party striking first) until only one (1) arbitrator remains. The remaining arbitrator shall be assigned to hear the dispute in accordance with the terms of this Agreement.
- B.** All eligible grievances shall be handled as follows:
- 1.** Request from the arbitrator, at the time of appointment, two (2) or three (3) proposed alternative hearing dates for hearing days within six (6) months from the date of the Union's notification of its intent to arbitrate. If the arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled in accordance with the time limits of this Section.
 - 2.** The designated representatives of the Company and of the Union shall promptly agree on a hearing date, secure a firm commitment on the hearing date from the arbitrator and schedule the hearing in accordance with regular procedures.
 - 3.** If the parties cannot agree on a proposed date, then the arbitrator shall schedule a hearing date within the six (6) month time frame.

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Section 5.08 Power of the Arbitrator

- A.** The Arbitrator has no authority to add to, subtract from or otherwise modify the provisions of the Contract.
- B.** If the Arbitrator finds that a dismissal was made without just cause, the Arbitrator will either:
 - 1.** Reinstatement of the employee with back pay computed in accordance with Article 5, Section 5.10A as limited by Article 5, Section 5.06D; or
 - 2.** Reduce the dismissal to a suspension and reinstate the employee without back pay for the period of suspension set by the Arbitrator as limited by Article 5, Section 5.06D.

Section 5.09 Arbitrator's Decision

- A.** The Arbitrator will render a decision within forty-five (45) calendar days from the date the matter is submitted.
- B.** All decisions within the power of the Arbitrator will be final and binding on all parties.

Section 5.10 Effect of Resolution

- A.** Where employees are reinstated with back pay, the employees will receive their regular rate of pay for the time lost, but not for suspension time under Article 5, Section 5.08B2 as limited by Article 5, Section 5.06D. Amounts paid to employees will be reduced by an amount equal to the total of the termination or layoff allowance received from the Company at the time of dismissal and any wages earned in other employment. Employees will be liable for any overpayment of unemployment benefits received from date of dismissal.

Section 5.11 Arbitration Expenses

The compensation and expenses of the Arbitrator and the general expenses of the arbitration will be borne in equal parts by both parties. Each party will bear the expense of its representatives and witnesses.

Section 5.12 Time Limits

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

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ARTICLE 6

Section 6.01 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 material be posted that, in the judgment of the Company is controversial or derogatory to the Company, the Union shall be promptly notified, and that material shall be immediately removed by the Union following such notification by the Company.
- C.** If the Union violates any provision of this Section, the Company, after giving due notice of such violation, may deny the right of the Union to use any or all bulletin boards on the Company's premises and may remove any or all bulletin boards.

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ARTICLE 7

Section 7.01 No Strike/No Lockout

- A.** During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.
- B.** In the event any violation of Article 7, Section 7.01A occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

- C.** The Company retains the right to discipline employees engaged in, participating in or encouraging any action as described in Article 7, Section 7.01A above.
- D.** The Company agrees that there will be no lockouts during the duration of this Agreement.
- E.** The Company and the Union agree that any work stoppage or delay and/or failure to reach a new collective bargaining agreement for employees covered by this Agreement will not result in a work stoppage in any other bargaining unit with employees of any 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 Agreement or in any way impact the collective bargaining agreement and/or relationship between the Union and the Company.

- F.** 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 Agreement, the Company and the Union agree that a separate entrance will be established for the exclusive use of the employees in this Agreement.

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If the Company has not established a separate entrance as set forth above, the Company shall not take any disciplinary action against an employee for his or her refusal to cross a picket line which has been established as the result of any authorized strike by members of the AFL-CIO.

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ARTICLE 8

Section 8.01 Management Rights

- A.** Subject to applicable law, all rights possessed by the Company prior to recognition of the Union, which rights are not governed by the terms of this Agreement, are reserved and retained by the Company.

- B.** Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties. Included within such rights, but not by way of limitation, is the Company's right to plan, direct and control its operations, to extend, limit or curtail operations, to determine the number, location and operation of its facilities, to study, determine and regulate the methods, quantity and quality of work and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, to maintain order and efficiency and to establish, modify and enforce rules and regulations, as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Company deems appropriate.

- C.** The Company shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

- D.** The rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company.

- E.** The Union agrees that the Company shall not be obligated to bargain collectively with the Union during the term of this Agreement concerning any matter pertaining to rates of pay, wages, hours of employment or any other term or condition of employment, and the Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the Company's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

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ARTICLE 9

PAID TIME OFF

Section 9.01 – Paid Time Off for employees covered by this Agreement will, unless otherwise noted herein, be governed by the applicable Paid Time Off (PTO) Policies (U.S. Management).

These policies may be modified as determined by the Company; and any such modification shall be immediately applicable to the employees covered by this Agreement on the same basis as to all management employees (U.S. Management).

Set forth below are specific policies that pertain to Paid Time Off:

Subject	Policy
Calculating Payouts of Unused PTO	Calculating Payouts for Unused PTO – PTO Policy
Carryover of Paid Time Off	Paid Time Off Carryover – PTO Policy
Civic Duty	Jury Duty and Court Appearances Policy – PTO Policy
Death in an Employee's Family	Paid Time Off for Bereavement Policy – PTO Policy
Paid Holidays	Holidays & Holiday Pay – PTO Policy
Paid Time Off Capping	Paid Time Off Capping – PTO Policy
Paid Time Off Eligibility	How Many Paid Time Off Days Do I Get - PTO Policy
Volunteering & Your Community Day	Volunteering & Your Community Day - PTO Policy
Working on a Holiday	Holidays & Holiday Pay – PTO Policy

Section 9.02 Paid Time Off Selection

Where applicable full week PTO selections for each calendar year shall be made between November 1st and December 1st of the previous calendar year, and the PTO schedule for the following year shall be posted by December 15th. Remaining PTO entitlements may be taken in single day or partial day increments, in a minimum of two (2) hour increments. PTO requests shall typically be made two (2) weeks in advance. All PTO selections must be approved by management. Remaining PTO entitlements will be approved by management as soon as practicable but not to exceed fourteen (14) days of initial submission by the employee.

The Company shall determine the time frame during which PTO is available and the number of employees allowed PTO during each such time frame.

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Employee requests to change a PTO selection is subject to management approval, based on operational needs.

In the event there are multiple competing PTO requests, the employee(s) with the highest seniority (NCS or TOE) will be granted the requested PTO.

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ARTICLE 10

ILLNESS ABSENCE

Section 10.01 Illness Absence

Employees having one (1) or more years of NCS shall be paid at the basic wage rate for illness absences on scheduled work days, up to a maximum of forty (40) paid illness absence hours per calendar year.

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

Employees who report to work and subsequently become ill must notify the Company prior to leaving work and, in such cases, will be paid for the remainder of the day if paid time as described above is available.

Employees working in geographical locations with paid sick leave laws will be advanced PTO prior to six (6) months of service and in the amount and increments required to comply with the paid sick leave laws. Remaining PTO, if any, will be granted in accordance with the PTO Policy.

Section 10.02 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 Agreement shall remain in full force and effect.

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**ARTICLE 11
WORKING CONDITIONS**

Section 11.01 Job Duties

The titles as set forth in Article 1, Section 1.01B - Agreement may be required to perform any and all work associated with offered products and services.

Section 11.02 Work Schedules

The Company maintains the right to schedule employees and to adjust work schedules as it deems fit based on the specific needs of the business. Employees' scheduled work hours may start at any time of the day, on any day of the week and may be spread over any seven (7) days of the week.

A workweek shall be defined as all hours beginning Sunday at 12:00 midnight and ending at 11:59 P.M. on the following Saturday.

Section 11.03 Work Days

The Company shall have the right to schedule employees to five (5) days of eight (8) hour shifts, or alternatively to four (4) days of ten (10) hour shifts. All employees will have two (2) consecutive days off regardless of shift. The Company will make reasonable efforts to schedule three (3) consecutive days off for employees scheduled alternatively to four (4) days of ten (10) hour shifts.

The Company shall create regular work schedules with thirty (30) minute unpaid meal periods. Off days will remain the same within a four (4) month rotation. Employees shall be assigned to a regular work schedule based on a seniority canvass. Employees shall be assigned to a regular work schedule by inverse seniority if there are not enough volunteers for each shift. When there is a vacancy in a shift, inverse seniority shall be used to assign an employee to a vacant shift. The Company shall canvass annually for shift selections or as a shift becomes vacant.

During peak seasons, as determined by management, employees' scheduled work hours on any given work day, regardless of shift, may fluctuate based on operational needs.

Section 11.04 Rest Periods

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

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Section 11.05 Meal Periods

Unpaid meal periods will normally be scheduled for thirty (30) minutes, as determined by the Company, and in accordance with all applicable state and local laws. Employees shall cease all work functions and take their entire meal period away from their assigned work station.

Section 11.06 Overtime

Employees may be required to work overtime subject to the needs of the business. Employees who work overtime will be paid in accordance with the following:

- A.** Hours worked in excess of eight (8) hours in a workday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
- B.** Hours worked in excess of twelve (12) hours in a workday shall be paid at the rate of double (2) times the employee's regular rate of pay.
- C.** Hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

In the event an employee is assigned an alternate work schedule, Overtime will be paid as follows:

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

Section 11.07 Shift Differentials

- A.** Shift Differential is additional compensation eligible employees can receive if their regular work schedule requires them to work night or overnight shifts. The Shift Differential adds an additional ten percent (10%) to the employee's hourly rate.
- B.** An employee can receive Shift Differential if more than fifty percent (50%) of their regular schedule is between 6:00 P.M. and 6:00 A.M. If the employee works an alternative work schedule (3 or 4 days a week), they must work more than fifty percent (50%) of their regular schedule between 8:00 P.M. and 5:00 A.M.

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- C.** Employees receive Shift Differential in addition to their base rate, applicable overtime pay and holiday pay.
- D.** Shift Differential is included in an employee's hourly rate for paid time off.
- E.** An employee's clock times, coded in the appropriate system, are used to determine their eligibility for Shift Differential pay.
- F.** Employees are not eligible to receive Shift Differential pay if they choose to work a Shift Differential for personal convenience when there is no business need to work a Shift Differential.

Note:

If an employee has earned a Shift Differential for less than a month, the two (2)-week period before the employee's paid time off is used to calculate payments for PTO.

Section 11.08 Sunday Premium

- A.** Sunday Premium is additional compensation eligible employees can receive if their regular work schedule requires them to work Sundays. Sunday Premium adds an additional fifty percent (50%) to the employees' hourly rate.
- B.** Sunday Premium is in addition to an employee's base rate, applicable overtime pay and holiday pay. Sunday pay is capped at eight (8) hours.
- C.** Sunday Premium is not included in an employee's hourly rate for paid time off.
- D.** An employees' clock times, as coded in the appropriate system, are used to determine their eligibility for Sunday Premium pay.
- E.** Employees are not eligible to receive Sunday Premium pay if they choose to work a Sunday Shift for personal convenience when there is no business need to work a Sunday Shift.

Section 11.09 Relief Differential

At the Company's discretion, employees may be paid a differential when in addition to their normal duties they relieve or assist a supervisor for eight (8) hours or more. Relief Differential (RD) assignments specifically exclude administering discipline to other employees. RD pay will be in the amount of eight dollars (\$8) per day.

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Section 11.10 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 or that certain kinds of work shall be performed exclusively by certain titles held by employees in this Agreement.

Section 11.11 Travel and Temporary Work Locations

- A.** The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B.** Employees who agree to use their personal vehicles for Company business will be reimbursed at the 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.

Section 11.12 Call-in Payments and Phone Calls While Off Duty

An employee contacted while off duty and required to report to work during non-scheduled periods or during a previously excused scheduled shift on an authorized holiday shall be paid for all time worked, including a reasonable amount of travel time going to and from home, at the appropriate rate. Payment for time worked on a call-in plus pay for traveling time, as specified, shall not be less than two (2) hours pay at the applicable rate. In addition, an employee who is contacted while off duty, for reasons other than a schedule change, shall receive their applicable rate of pay in minimum increments of thirty (30) minutes.

Section 11.13 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 Article 11, Section 11.11.
- B.** Lodging, which must be approved in advance by the Company.
- C.** Meals, which are not to exceed sixty-two dollars (\$62) per day, unless management approves a higher amount in advance.

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Section 11.14 Shift Swaps

- A.** Employees shall be permitted to swap assigned shifts by mutual agreement with another bargaining unit employee, so long as all aspects of the respective assignments are covered appropriately. Shift swaps may only occur between employees who, as determined by management, are trained and qualified to perform the functions of the particular work assignments. The appropriate supervisor or manager shall be notified in writing of the shift swap one (1) week in advance. If an employee requests a shift swap with less than one (1) week advance notice, such request shall be given full consideration by management, based on operational needs.
- B.** Shift swaps may occur no more than two (2) times per month, and no more than two (2) days per swap per employee unless otherwise agreed to by management.
- C.** Employees who choose to swap shifts for personal convenience, when there is no business need to work the swapped shift, shall not cause any additional overtime payments or premiums to be paid to either employee, other than those associated with the originally scheduled shift.

Section 11.15 Event Limit

- A.** Employees who are using current technology, and who are working during the first or second shifts, shall not be regularly scheduled more than fifty-five (55) events per shift. However, based on operational needs, employees may be scheduled more than fifty-five (55) events.
- B.** Employees who are using current technology, and who are working the third shift, shall not be regularly scheduled more than eighty (80) events per shift. However, based on operational needs, employees may be scheduled more than eighty (80) events.
- C.** As the Company introduces new technology, the management of events may become more exceptions based. Employees shall be regularly scheduled to work a number of concurrent events per shift as determined by management based on operational needs, however they will not be responsible for taking action on all of those events.

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**ARTICLE 12
CONTRACTING**

Section 12.01 Contracting Out

The Company may engage contractors to perform bargaining unit work based on the needs of the business. In no case shall contractors be engaged for the purpose of supplanting active bargaining unit employees.

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ARTICLE 13
COMPENSATION

Section 13.01 Wages

A. Weekly Wages

Employees will be paid on a bi-weekly basis. Payment of wages for each two (2) week period will generally be made on the Friday following the end of the pay-period.

Weekly wages are reflected in the schedules below. Employees on Leave of Absence or Short-Term Disability will not receive annual general wage increases until they return to work.

Titles

Broadcast Operator I

Broadcast Operator II

Step	Effective Date	6/12/2022	6/11/2023	6/9/2024
1	\$1,127.00	\$1,161.00	\$1,190.00	\$1,220.00
2	\$1,171.50	\$1,206.50	\$1,236.50	\$1,267.50
3	\$1,218.00	\$1,254.50	\$1,286.00	\$1,318.00
4	\$1,266.50	\$1,304.50	\$1,337.00	\$1,370.50
5	\$1,317.00	\$1,356.50	\$1,390.50	\$1,425.50
6	\$1,369.00	\$1,410.00	\$1,445.50	\$1,481.50

Title

Broadcast Operator III

Step	Effective Date	6/12/2022	6/11/2023	6/9/2024
1	\$1,237.00	\$1,274.00	\$1,306.00	\$1,338.50
2	\$1,293.50	\$1,332.50	\$1,366.00	\$1,400.00
3	\$1,352.50	\$1,393.00	\$1,428.00	\$1,463.50
4	\$1,414.00	\$1,456.50	\$1,493.00	\$1,530.50
5	\$1,478.50	\$1,523.00	\$1,561.00	\$1,600.00
6	\$1,546.00	\$1,592.50	\$1,632.50	\$1,673.50

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Section 13.02 Step Progression

- A.** Employees on the wage schedules reflected in 13.01 must serve twelve (12) months in their respective title as a condition of progressing to each next step. However, the initial Step Progression for current employees will occur eighteen (18) months following ratification of the 2021 agreement. Subsequent Step Progressions for these employees will occur on twelve (12) month cycles.
- B.** Step progression as provided in 13.02A above shall be granted automatically on completion of the time interval specified therein, except as provided below:
- 1.** No step progression shall become effective during a period of absence in excess of seven (7) calendar days, paid vacations excepted.
 - a.** A period of absence of seven (7) calendar days or less shall have no effect on the establishment of the effective date of progression.
 - b.** If the effective date for a scheduled progression occurs during a period of absence in excess of seven (7) calendar days, but not to exceed thirty (30) calendar days, the progression will become effective on the day the employee returns to work. Such adjustment in the effective date of this progression shall not change the date from which the time interval for the next progression would otherwise be computed.
 - c.** If the effective date for a scheduled progression occurs during a period of absence of over thirty (30) calendar days, the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued time on the wage progression schedule and the progression shall become effective either on the day the employee returns to work if the employee has been credited with the necessary time interval for the next progression, or after the employee has worked the remainder of the applicable wage progression time interval.
 - 2.** In no case shall the application of the provisions of this section operate to make a progression effective on a date earlier than would have resulted had no absence occurred.
- C.** When an employee is absent for more than thirty (30) consecutive calendar days, only the first thirty (30) calendar days of such absence shall be credited to the employee's previously accrued total schedule time on the wage schedule.

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Section 13.03 Additional Cash Awards

The Company may provide employees with additional cash awards. The selection of employees and the amounts of the cash awards will be made at the discretion of the Company.

Section 13.04 Wage Changes and Start Rates

The Company maintains the right to hire new employees at any rate within the wage range.

Section 13.05 Movement to Higher Titles

A. Broadcast Operator I to Broadcast Operator II

Employees in the Broadcast Operator I title for eighteen (18) months will be progressed to Broadcast Operator II.

B. Broadcast Operator III

All decisions regarding whether, when, and who may move to or be added to the Broadcast Operator III title and any related wage step placement are entirely at the discretion of the Company. The Company and Union recognize that the Broadcast Operator I, II and III may perform the exact same work on a regular basis, but the work performed shall not affect such discretion.

C. Probationary employees as defined in Section 2.03D may be terminated at any time for any reason during the eighteen (18) month probationary period.

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ARTICLE 14
FORCE ADJUSTMENT

Section 14.01 Movement

The Company may, at its discretion, hire employees internally, off the street or from outside of the bargaining unit to fill vacancies covered by this Agreement.

Based on the needs of the business, the Company reserves the right to determine the movement of its employees. The Company retains the right to move employees between titles covered by this Agreement, at its discretion.

The Company shall determine when an employee classified as a Broadcast Operator I will be re-classified to the title of Broadcast Operator II, but not later than the completion of the eighteen (18) months' probationary period as defined in Section 2.03D.

Section 14.02 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 and may be offered a relocation allowance.

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Section 14.03 Layoff and Layoff Allowance

If a layoff is necessary, affected employees shall be laid off by inverse seniority order. Surplus employees who are designated for layoff will be notified a minimum of three (3) weeks prior to the layoff date, unless otherwise provided by law. Employees who are laid off will receive a Layoff Allowance calculated as follows:

Whole Number of NCS years as of Date of Termination	Percent of Annual Basic Pay as of Date of Termination
0 – 1	4
2	8
3	12
4	16
5	20
6	24
7	28
8	32
9	36
10	40
11	44
12	48
13 or more	50

Section 14.04 Priority Rehire

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

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ARTICLE 15

COMPANY POLICIES

Section 15.01 Company Policies

The Union recognizes that the Company has policies that are applicable to management employees that predated recognition of the Union. The Union agrees that those policies applied to the employees who were employed as of the ratification date of this Agreement. The Union further agrees that those policies will continue to apply to employees covered by this Agreement and shall remain in effect unless otherwise specified in this Agreement, and provided that such policies are not in conflict with the terms and provisions of this Agreement; that the policies may be discontinued or be modified as determined by the Company; and any such discontinuation or modification shall be immediately applicable to any employee covered by this Agreement on the same basis as to all management employees (U.S. Management).

Section 15.02 Local Policies

Local Policies shall be communicated in writing and available in a repository accessible by all employees. New policies or modifications to existing policies shall likewise be communicated in writing.

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ARTICLE 16

BENEFITS PLANS

Section 16.01 Benefits

- A.** Employees covered by this Agreement will be subject to the provisions of the Memorandum of Agreement-Benefits. The Company reserves the right at its sole discretion, to make changes to the benefit plans, programs, and policies which would affect the benefits of employees within the bargaining unit, in accordance with benefit plans, programs and policy changes generally affecting Managers of the Company, except as outlined in the Memorandum of Agreement-Benefits.
- B.** No aspect of any benefit plan, program or policy, nor any Workers Compensation claim, shall be subject to the grievance and arbitration procedures, including but not limited to the administration, coverage or implementation of any benefit plan, program, or policy or any Workers' Compensation claim.

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ARTICLE 17

QUALITY OF WORK LIFE

Section 17.01 Quality of Work Life

A Quality of Work Life (QWL) Committee will be established consisting of two (2) members from the Union and two (2) members from the Company. Paid time for members from the Union is limited to the actual meeting time and will be paid at straight time, limited to eight (8) hours per year, not to exceed two (2) hours of pay per meeting. Additionally, a representative from the Local Union Staff and/or Labor Relations may also participate. The QWL Committee may meet a maximum of four (4) times per year (quarterly) if necessary, or by request of either party, to discuss issues related to scheduling, work processes, work requirements, and training. The QWL Committee does not have the authority to formulate policy or enter into agreements that require collective bargaining. The QWL Committee will not be used in lieu of the grievance or arbitration procedures nor will it or its activities be subject to the grievance and arbitration process.

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ARTICLE 18

CONCLUSION

Section 18.01 Conclusion

- A.** This Agreement and all associated memorandums of agreement shall become effective as of June 17, 2021 on the day after it has been ratified and shall remain in effect until June 7, 2025. The Union will inform the Company in writing that this Agreement has been ratified as soon as practicable thereafter.

**2021 WEST DTV SPORTS OPERATIONS BARGAINING NABET AND AT&T
COMPANY PROPOSAL # 03B
SUBJECT: BENEFITS**

AGREED: _____

AGREED: _____

PROPOSAL:

The Company proposes the following Memorandum of Agreement – Benefits

2021 WEST DTV SPORTS OPERATIONS BARGAINING NABET AND AT&T
COMPANY PROPOSAL # 03B
SUBJECT: BENEFITS

PROPOSED MOA LANGUAGE:

MEMORANDUM OF AGREEMENT – BENEFITS

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

For purposes of this Agreement:

- Bargained employees with a "Broadcast Operator I," "Broadcast Operator II," or "Broadcast Operator III" job title shall be referred to as "Employees."
- Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits are referred to as "Eligible Retired Employees."

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COMPANY PROPOSAL # 03B
SUBJECT: BENEFITS

1. HEALTH AND WELFARE BENEFIT PLANS

- A. Effective the date this Agreement is ratified ("Ratification Date"), Employees will remain eligible to participate in the current benefit plans, programs and policies identified in the chart below, with the plan terms, conditions and provisions which were in effect on Ratification Date, as described in the applicable SPDs and SMMs, except as noted herein.

Type	Plan/Program/Policy ¹
Medical	AT&T Medical Program administered by Aetna Life Insurance Company (Aetna) and AT&T Medical Program administered by Blue Cross and Blue Shield of Illinois (BCBSIL)
Dental	AT&T Dental Program
Vision	AT&T Vision Program
Supplemental Medical	AT&T CarePlus – A Supplemental Benefit Program
Life Insurance	AT&T Group Life Insurance Program for Active Employees ²
FSA	AT&T Flexible Spending Account Plan
Disability	AT&T Disability Income Program (Management Employees) ³
Commuter	AT&T Commuter Benefit Policy
Adoption/Surrogacy	AT&T Adoption Reimbursement Policy and AT&T Surrogacy Reimbursement Policy
EAP	AT&T Employee Assistance Program
Voluntary	AT&T Voluntary Benefits Platform

¹ Management provisions for all plans/programs/policies listed, as they change from time to time

² Includes Supplemental Life and Dependent Life provisions

³ Temporary and Term bargained-for employees are not eligible for long-term disability benefits

- B. Employees, including newly eligible Employees and Eligible Retired Employees (as provided for in Paragraph 1.C) shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions that apply on the date immediately prior to the date of ratification of this Agreement until the benefits identified in Paragraph 1.A above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary due to changes in the law.
- C. 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 AT&T Eligible Former Employee Medical Program administered by Aetna Life Insurance Company (Aetna) and AT&T Eligible Former Employee Medical Program administered by Blue Cross and Blue Shield of Illinois (BCBSIL), AT&T Eligible Former Employee CarePlus – A Supplemental Benefit Program, AT&T Eligible Former Employee Dental Program, AT&T Eligible Former Employee Vision Program, subject to changes to benefits resulting

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COMPANY PROPOSAL # 03B
SUBJECT: BENEFITS

from the operation of existing plan provisions and amendments necessary to comply with changes in the law, and with the exceptions identified in Paragraph 1.D. Nothing in this Paragraph 1.C shall be construed to provide benefits for any period subsequent to the term of this Agreement or for any employee other than those referenced above who terminate employment during the term of this Agreement.

- D. Under the medical, dental and vision programs listed under Paragraph 1.C, Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage, which is subject to change from time to time at the Company's discretion, with no Company subsidy. Eligible Retired Employees who are Medicare-eligible are ineligible for coverage.
- E. The Company will continue to offer fully-insured coverage options, such as HMOs, at the Company's discretion.
- F. The Company may unilaterally modify or discontinue each of the plans/programs/policies listed in Paragraph 1.A. without discussion with the Union.

2. PENSION AND SAVINGS BENEFIT PLANS

Employees shall be eligible to participate in the benefit plans, programs and policies, with the plan terms, conditions and provisions which were in effect on the Ratification Date, as described in the applicable SPDs and SMMs, except as noted herein.

A. Savings Plan

Employees shall continue to participate in the AT&T Retirement Savings Plan ("ARSP") under the same terms and conditions which were in effect on the Ratification Date.

- Employees hired or rehired before January 1, 2016 shall receive a Company Match equal to 80% of their Basic Contributions, up to 6% of Compensation as defined in the ARSP.
- Employees hired or rehired on or after January 1, 2016 shall receive a Company Match which is currently equal to 133 1/3% of the first 3% of their Basic Contributions, plus 100% of the next 3% of Basic Contributions.

2021 WEST DTV SPORTS OPERATIONS BARGAINING NABET AND AT&T
COMPANY PROPOSAL # 03B
SUBJECT: BENEFITS

B. Pension Plan

Effective January 1, 2022, Employees hired or rehired before January 1, 2016 shall be eligible to participate in the Bargained Cash Balance Program #2 ("BCB#2 Program") of the AT&T Component Part of AT&T/WarnerMedia Pension Benefit Plan.

Effective January 1, 2022, eligible employees will not be credited with additional compensation under the DIRECTV Program (DTV Program) of the AT&T Component Part of AT&T/WarnerMedia Pension Benefit Plan, where applicable. Interest credits will continue to accrue.

Eligible employees will receive at termination their vested accrued benefit from the DTV Program and their vested accrued benefit from the BCB#2 Program, where applicable, under the terms of the AT&T/WarnerMedia Pension Benefit Plan.

Employees hired or rehired on or after January 1, 2016 are not eligible to participate in any company sponsored pension plan, program, or policy.

AGREED: _____

AGREED: _____

MEMORANDUM OF AGREEMENT

Transition of Newly-Represented DIRECTV LLC Employees

This Memorandum of Agreement ("MOA") is entered into as of X, 2021 between DIRECTV LLC. ("Company") and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA (NABET-CWA), AFL-CIO ("Union"), and sets forth the terms and conditions agreed to by the Company and the Union (hereinafter referred to collectively in this MOA as the "Parties") regarding the transition of the newly-represented Company employees into the 2021 Collective Bargaining Agreement between the Company and the Union ("2021 Agreement").

1. **Recognition.** Effective with ratification of the 2021 Agreement ("Effective Date"), and in accordance with the Certification of Representative issued on November 28, 2017 by the National Labor Relations Board in Case No. 31-RC-208703, the Company recognizes the Union as the duly authorized bargaining agent for specified employees of the Company in the State of California in the titles listed below ("Unit Employees"):

- A. Associate – Video Operations
- B. Specialist – Video Operations
- C. Senior Specialist – Video Operations

2. **Policies & Practices.** On the Effective Date, Unit Employees will be covered by the 2021 Agreement, except as provided herein. Where there is a conflict between the 2021 Agreement and this MOA, this MOA will prevail.

The Parties agree that certain terms and conditions of the 2021 Agreement will not apply until administratively feasible after the update of Company systems ("Delayed Terms"). The Company will endeavor to make the necessary system alterations to implement the Delayed Terms at the earliest reasonably possible opportunity ("Implementation Date"). On the Implementation Date, Unit Employees will be covered by all terms of the 2021 Agreement.

3. **Union Dues.** On the Implementation Date, Union dues will begin to be deducted in accordance with Section 4.01 of the 2021 Agreement. Unit Employees listed in Attachment 2 are exempted from the Union Initiation Fees as described in Article 4, Section 4.01 A, B & C of the 2021 Agreement.

4. **Transfer to Job Titles.** On the Implementation Date, Unit Employees shall be placed into the job titles of Broadcast Operator II and Broadcast Operator III as provided in Attachment 1 to this MOA.
- A. The wage schedules for these titles are reflected in Article 13, Section 13.01 of the 2021 Agreement. The Parties agree that these titles are fully and finally established with no further action required.
 - B. Unit Employees shall be exempt from the test qualifications required for their new job title for purposes of their initial placement into such title.
 - C. The current employee in the job title of Associate – Video Operations will be placed into the title of Broadcast Operator II as represented in Attachment 2.
 - D. After the 2021 third rotation canvass has been completed and implemented in September, employees classified as Broadcast Operator III shall begin training in the GMOTT (Streaming Room). The business unit will allocate no less than three (3) hours per week of training time. Any Broadcast Operator III may be assigned to any shift and/or modified shift hours to meet the training schedule based on the needs of the business. Once fully trained, Operators will be scheduled in the GMOTT room based on the needs of the business. All other Operators will begin training after rotation 1 of 2022.
5. **Wages.** On the Effective Date, the payment of wages to Unit Employees shall be made as follows:
- A. Unit Employees shall transition to a wage step that is one (1) step above the wage step of the corresponding wage schedule that is closest to but not less than the Unit Employee's current weekly wage rate.
 - B. If, following the placement described in Section 5A above, the percent wage increase achieved is less than 7%, then the employee will receive a lump sum payment sufficient to make the sum of the wage increase and lump sum equal to 7%. The lump sum amount will be calculated by taking the employee's current annual wage rate multiplied by 7% then subtracting the new annual wage rate determined by the placement described in Section 5A.
 - C. Additional wage step progressions begin eighteen (18) months after the Effective Date, subject to the progression rules of the 2021 Agreement. Such date shall become the progression anniversary for employees referenced in Attachment 2, again subject to the progression rules of the 2021 Agreement.

- D. Effective with the Implementation Date, Unit Employees will transition to bi-weekly pay periods. Unit Employees will be notified in writing, in advance of moving to a bi-weekly pay cycle.
6. **Event Limits.** Article 11, Section 11.15 will not become effective until sports programming returns to pre-2020 schedules and COVID staffing restrictions are lifted.
7. **Paid Time Off (PTO).** On the Effective Date, Unit Employees will become eligible for the 2021 Management Paid Time Off Policy (e.g. vacation, holidays, personal days off, etc.). Any Paid Time Off (PTO) used prior to the Effective Date will be deducted from the Unit Employee's new PTO balances.
8. **Illness Absence.** On the Effective Date, Unit Employees' eligibility for paid illness absence days will be governed by Article 10, Section 10.01 of the 2021 Agreement.
9. **Coaching and Discipline.** Any active steps of discipline, attendance points, or other disciplinary procedures will continue to apply to Unit Employees upon the Effective Date and going forward.
10. **Company Performance Incentive (CPI).** CPI is not available to bargaining unit employees for time spent in the bargaining unit beginning January 1, 2021.
11. **Transition Cash Payments.**

A. Eligibility

Employees eligible for transition cash payments are those employees who are on the payroll as of the Eligibility Dates shown below.

To be eligible for transition cash payments, employees must be on the payroll (active or short-term disability) as of the Eligibility Dates shown below. Employees hired or rehired after the Effective Date are not eligible for the transition cash payments.

B. Payout

Paid On or Before	Eligibility Date	Payment Amount
March 25, 2022	March 1, 2022	\$4,500
March 24, 2023	March 1, 2023	\$4,000
March 22, 2024	March 1, 2024	\$3,500
March 21, 2025	March 1, 2025	\$3,000

C. Additional Rules

1. Taxes, Personal Allotments

Payments are subject to state and local taxes, Federal Income Tax, Social Security Tax, Medicare Tax, and any state disability deductions at the time of payment.

Personal allotments such as United Way contributions will not be made.

2. Union Dues

After the Implementation Date, Union Dues will be deducted at the same rate as they are deducted for wages.

12. This MOA shall expire concurrent with the 2021 Agreement unless otherwise mutually agreed in writing by the Parties. Any disputes concerning the interpretation or application of this MOA shall be subject to the grievance and arbitration procedures stipulated in Article 5 of the 2021 Agreement.

The Parties have caused this MOA to be executed by their respective representatives, duly authorized, as of the day and year first written below.

For the Union:

For the Company:

Agreed: _____
Charlie Braico
President - NABET-CWA

Agreed: _____
Jon Ireland
AVP – Labor Relations

Date: _____

Date: _____

CURRENT TITLE	NEW TITLE
Associate – Video Operations	Broadcast Operator II
Specialist – Video Operations	Broadcast Operator II
Senior Specialist – Video Operations	Broadcast Operator III

#	Name (ATTID)	Current Title	New Title	NCS
1	Eaton, Kyle (ke240y)	Associate-Video Ops	Broadcast Operator II	4/1/20
2	Acosta, Michael (ma919y)	Specialist-Video Ops	Broadcast Operator II	1/5/15
3	Aguilar, Cesar (ca751a)	Specialist-Video Ops	Broadcast Operator II	8/21/17
4	Alvarez, Ivan (ia4672)	Specialist-Video Ops	Broadcast Operator II	8/15/16
5	Cutler, Travis (tc619r)	Specialist-Video Ops	Broadcast Operator II	4/30/07
6	Holmes, Kerry (kh0030)	Specialist-Video Ops	Broadcast Operator II	5/29/12
7	Holton, Charles (ch771e)	Specialist-Video Ops	Broadcast Operator II	4/9/12
8	Knight, Christopher (ck115s)	Specialist-Video Ops	Broadcast Operator II	8/27/07
9	Lane, Kenneth (kl363p)	Specialist-Video Ops	Broadcast Operator II	12/28/09
10	Leon, Anthony (al351s)	Specialist-Video Ops	Broadcast Operator II	6/16/14
11	Marron, Juan (jm427j)	Specialist-Video Ops	Broadcast Operator II	8/11/14
12	Munoz, Jorge (jm048y)	Specialist-Video Ops	Broadcast Operator II	3/31/14
13	Navarrete, Julio (jn606x)	Specialist-Video Ops	Broadcast Operator II	12/2/13
14	Nunes, Todd (tn9147)	Specialist-Video Ops	Broadcast Operator II	7/25/11
15	Ortiz Soto, Caleb (co593t)	Specialist-Video Ops	Broadcast Operator II	12/8/14
16	Van De Mortel, Aaron (av593t)	Specialist-Video Ops	Broadcast Operator II	7/20/15
17	Dimaggio, Eric (ed112s)	Sr Specialist-Video Ops	Broadcast Operator III	12/3/12
18	Evangelista, Luis (le805s)	Sr Specialist-Video Ops	Broadcast Operator III	8/27/12
19	Rosas, Gabriel (gr196p)	Sr Specialist-Video Ops	Broadcast Operator III	10/8/07



Jon Irelan
Assistant Vice President
Labor Relations

AT&T
5001 Executive Parkway, Rm. 2W950
San Ramon, CA 94583
Phone 925-823-3750
Email: Jonathan.irelan@att.com
Phone 925-823-3750

AGREED: _____

AGREED: _____

May 27, 2021

Mr. Charles Braico
President
NABET-CWA
501 3rd Street NW
Washington, DC 20001

Re: Paid Parental Leave

Dear Mr. Braico:

Bargained DIRECTV employees in the 2021 Collective Bargaining Agreement represented by NABET-CWA ("bargaining unit employees") currently are entitled to up to two weeks of paid parental leave following the birth or adoption of a child. Effective as soon as administratively feasible after ratification of the 2021 Collective Bargaining Agreement, bargaining unit employees will transition to and be eligible to participate in the Paid Parental Leave Policy U.S. Employees (Management & Bargained) Revised January 2021 (the "PPL Policy"), which currently provides up to 12 weeks of such leave. Employees will be eligible for paid parental leave under the PPL Policy only for births or adoptions occurring on or after January 1, 2021; for any births or adoptions that occurred prior to that date, the two-week entitlement will continue to apply. In no event will a bargaining unit employee receive more than 12 weeks of paid parental leave for any one birth or adoption. The company retains the unilateral right to modify, suspend or discontinue the PPL Policy at any time in its discretion.

Sincerely,

Jon Irelan
Assistant Vice President – Labor Relations



Jon Irelan
Assistant Vice President
Labor Relations

AT&T
5001 Executive Parkway, Rm. 2W950
San Ramon, CA 94583
Phone 925-823-3750
Email: Jonathan.irelan@att.com

AGREED: _____

AGREED: _____

May 27, 2021

Mr. Charlie Braico
President – NABET
501 Third Street, N. W.,
6th Floor
Washington, DC 20001

Re: Employee Concessions

Dear Mr. Braico:

This letter confirms the understanding of DIRECTV, LLC. (“Company”) and NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA (NABET-CWA), AFL-CIO (“Union”) during 2021 negotiations regarding availability of employee discount offers. The Company agrees the Legacy DIRECTV Employee and Retiree Complimentary DIRECTV Discount and the AT&T Employee Discount Program (Active Employees) will be offered to all eligible employees for their personal use as outlined in the Programs. These programs consist of a package of AT&T and a package of DIRECTV products and services available at discounted prices. The Company reserves the right to change, amend or cancel these programs and/or any parts or terms thereof at its sole discretion.

Sincerely,

Jon Irelan
Assistant Vice President – Labor Relations

Acknowledged and Agreed:

Charlie Braico
President – NABET

Date



Jon Irelan
Assistant Vice President
Labor Relations

AT&T
5001 Executive Parkway, Rm. 2W950
San Ramon, CA 94583
Phone 925-823-3750
Email: Jonathan.irelan@att.com

AGREED: _____

AGREED: _____

May 27, 2021

Mr. Charlie Braico
President – NABET
501 Third Street, N. W.,
6th Floor
Washington, D.C. 20001

Re: Broadcast Operator Work

Dear Mr. Braico:

The Parties agree that should the Company contemplate the layoff of any Broadcast Operators I, II, III ("Broadcast Operators") for work being done under this Collective Bargaining Agreement ("CBA"), they will discuss whether bargaining unit work being performed by contractors that is also being performed by Broadcast Operators should be assigned to Broadcast Operators covered under the CBA, in order to circumvent layoffs. The Company will give the Union at least two (2) weeks advance notice prior to the first such layoff announcement. Upon request following such notice, Labor Relations will meet with the President of NABET (or designee) prior to the layoff date to discuss these matters in an effort to avoid involuntary separations.

The commitment contained in this letter will last through the term of the 2021 Collective Bargaining Agreement.

Sincerely,

Jon Irelan
Assistant Vice President – Labor Relations