

**Summary of NABET-CWA/DIRECTV LLC  
Tentative Agreement  
Dated May 27, 2021**

**Disclaimer:** This document contains a summary of proposed language for a new collective bargaining agreement between NABET-CWA and DIRECTV LLC as expressed in the May 27, 2021 tentative agreement between the Union and the Company. This summary is prepared for informational purposes and for reference use only by members of NABET-CWA. This summary is not intended to be an all-inclusive description of the effects of the proposals discussed herein. **The interpretation and effect of any proposal discussed herein is controlled by the actual proposal language and the bargaining history.**

**Wages & Compensation**

The parties have negotiated an innovative and progressive compensation structure which includes initial placement for each employee into a newly designed wage table, followed by periodic progressions through wage steps, as well as annual general wage increases.

Effective on the ratification date, each employee will be initially slotted into the wage table by matching their current weekly salary to an appropriate step on the wage escalator which is equivalent to, but not less than their current rate. The employee would then be advanced one (1) step on the escalator to the next higher step. For most employees that would represent an immediate increase of at least seven percent (7%). Any employee who did not realize a 7% increase in weekly base pay as a result of this slotting method will receive a lump sum payment to compensate for the difference. [Example, if after initial placement into the new wage table an employee has received only a 5% increase in weekly wages, the difference will be compensated with a 2% lump sum payment.]

Assuming timely ratification of the Tentative Agreement, all bargaining unit employees will receive annual general wage increases as follows:

- Effective June 12, 2022 (second contract year) - 3.0% general wage increase
- Effective June 11, 2023 (third contract year) - 2.5% general wage increase
- Effective June 9, 2024 (fourth contract year) - 2.5% general wage increase

Union-represented employees would also enjoy automatic step progression advancements as follows:

- Upon ratification, initial slotting into the wage table plus one (+1) step.
- Eighteen (18) months following ratification, each employee would advance one (1) additional step on the wage table.
- Twelve (12) months later, employees would advance one (1) additional step on the wage table.
- Further step progressions would occur annually thereafter, until an employee reaches the top step (Step 6) of their respective wage table. Each step progression represents a four percent (4%) increase in base pay.

The effect of the general wage increase plus the step advancement provision means that most employees will realize two (2) wage increases in most contract years.

The new contract would expire in June 7, 2025.

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**Article 1 - Agreement**

This Article establishes certain fundamental covenants between the Union and the Company such as: recognizing the Union as the exclusive bargaining agent, establishing job titles, conformance with state and federal laws and regulations, and no discrimination language.

**Article 2 – New Job Titles and Classification of Employees**

All job titles and all classifications of employees are listed here. Job titles for represented employees will be changing, but work assignments and functions will not be adversely impacted.

**Article 3 - Seniority**

Unit seniority provisions are stipulated in this Article.

**Article 4 – Company / Union Relations**

This lengthy Article establishes certain understandings and ground rules for the relationship between the Union and the Company. The procedure for the deduction of dues, and the remittance of those monies to the Union, is addressed in Section 4.01. Article 4 also addresses Union activities on Company premises as well as paid and unpaid Union time.

**Article 5 – Problem Resolution Procedures**

This important contractual section specifies precisely how the Company and the Union will approach problems and dispute resolution. The stages of the grievance procedure are defined beginning with Section 5.03, and arbitration procedures are spelled out in later sections.

**Article 6 – Bulletin Boards**

Bulletin boards reserved for the exclusive use of the Union shall be placed in the LABC with due regard to visibility and accessibility for employees. The parties agree that controversial or derogatory postings are not permitted.

**Article 7 – No Strike / No Lockout**

During the life of this contract, the Union will not cause, call or sanction strikes of any kind. Likewise, the Company is prohibited from locking out employees covered by this agreement throughout the duration of the Agreement.

**Article 8 – Management Rights**

The language in this Article describes a range of rights that management maintains with respect to controlling business operations and managing the workforce.

**Article 9 – Paid Time Off**

All Paid Time Off (PTO) policies applicable to NABET-represented employees are listed in this Article. The PTO selection process is outlined in Section 9.02.

**Article 10 – Illness Absence**

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Employees with one (1) or more years of Net Credited Service (NCS) shall be paid up to a maximum of forty (40) paid absence hours, per calendar year.

**Article 11 – Working Conditions**

This lengthy but essential section of the contract deals with many working conditions at the LABC. The definition of the workweek as well as the alignment of work days and schedules is addressed here. Rest periods and meal periods are defined in this Article, and will be assigned in accordance with State and/or Federal Law. Language relating to overtime payments, Shift Differential, Sunday Premium, Relief Differential, Call-in Payments, Shift Swaps and Event Limits is provided for in Article 11.

**Article 12 – Contracting**

While the Company may continue to engage contractors, in no case shall contractors be engaged for the purpose of supplanting active bargaining unit employees.

{See also Broadcast Operator Work Sideletter (dated - May 27, 2021)}

**Article 13 – Compensation**

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**Article 14 – Force Adjustment**

This Article covers the movement of employees between titles and classifications covered by the contract.

Section 14.02 addresses how employees are treated if work is to be relocated.

Section 14.03 stipulates that any layoff of bargaining unit employees may only be effectuated using inverse seniority, and further provides for a monetary Layoff Allowance based on NCS years.

In the event of a layoff, affected employees who were laid off with satisfactory attendance and work performance will receive priority consideration for re-hire for twenty-four (24) months following his/her layoff date.

**Article 15 – Company Policies**

Any Company policies which predated Union recognition, and apply to represented employees, shall remain in effect for such employee unless otherwise specified in the collective bargaining agreement. Further, Local Policies (LABC) shall be communicated in writing and available in a repository accessible by all employees.

**Article 16 – Benefits Plans**

This provision states that the Company reserves the right to make changes to benefit plans, programs and policies. Additionally, no aspect of any benefit plan, program, policy nor any Workers Compensation claim shall be subject to the grievance and arbitration procedures. {See Memorandum of Agreement – Benefits}

**Article 17 – Quality of Work Life**

A Quality of Work Life (QWL) Committee consisting of two Union members and two members from the Company may meet up to four times each year to discuss issues related to work processes, scheduling, training and work requirements.

**Article 18 - Conclusion**

This provision establishes the effective dates of the collective bargaining agreement. If timely ratified, the contract would be effective and in full force from June 17, 2021 through June 7, 2025.

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**Memorandum of Agreement – Benefits**

This Memorandum of Agreement (MOA) stipulates which health/welfare, pension and savings benefit plans are available to Union-represented employees.

**Memorandum of Agreement – Transition of Newly-Represented DIRECTV LLC Employees**

This MOA specifically deals with a number of transitional items as individuals covered by this new collective bargaining agreement move from the current status quo to fully-represented and “bargained-for” employees. Included are: initial wage table placement and step progressions, Job title changes, GMOTT training, union dues, PTO, coaching and discipline, the discontinuation of the Company Performance Incentive (CPI) and the Transition Cash Payment system that substitutes for CPI.

**Attachment 1**

This chart shows the changes in job titles from the current classifications to the job new titles.

**Attachment 2**

A listing of all current bargaining unit members, with job titles and NCS dates displayed.

**Paid Parental Leave (PPL) Sideletter**

The parties negotiated to include NABET-represented employees in the PPL program as most recently revised in January 2021. Employees who are currently entitled to up to two (2) weeks of PPL will, following ratification, be entitled to twelve (12) weeks of PPL, for births or adoptions occurring on or after January 1, 2021.

**Employee Concessions Sideletter**

This Sideletter stipulates that the Legacy DIRECTV Employee and Retiree DIRECTV Complimentary DIRECTV Discount and the AT&T Employee Discount Program (Active Employees) will be offered to all eligible employees.

**Broadcast Operator Wok Sideletter**

This Sideletter prescribes a process for the parties to follow in order to avoid involuntary separations in the event that a downsizing or layoff is anticipated.

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