

Agreement Between

DIRECTV LLC

-and-

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
SYSTEM COUNCIL T-3**

Effective through August __, 2019

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ARTICLE 1 RECOGNITION

- 1.01 This Agreement is made and entered into by and between DIRECTV LLC (“Company”) and System Council T-3 of the International Brotherhood of Electrical Workers (I.B.E.W.) affiliated with the American Federation of Labor, Congress of Industrial Organizations on behalf of Locals 55, 89, 111, 206, 291, 354, 426, 449, 714, 769, 827, 949, 1186, 1250, 1426 and 1597 (“Union”). This Agreement shall cover Union-represented employees identified in Article 1.02 below. The Company and the Union (collectively “Parties”) agree as follows.
- 1.02 The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company in the States of Arizona, Colorado, Hawaii, Iowa, Idaho, Minnesota, Montana, North Dakota, Nebraska, Pennsylvania, South Dakota, Utah, Washington and Wyoming whose occupations are listed in Article 1.03 below.
- 1.03 Applicable job titles:
- Administrative Support Assistant
 - Office Coordinator
 - Premises Technician
 - Warehouse Assistant

ARTICLE 2 CLASSIFICATION OF EMPLOYEES

Regular Employee

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

Regular Limited Term Employee

- 2.02 One hired for a specific project or a limited period with the definite understanding that their employment will terminate or be converted to Regular Employee status upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than thirty-six (36) months as a Regular Limited Term employee. Regular Limited Term employees shall be excluded from the provisions in Article 19 [Force Adjustment] of this Agreement. If a Regular Limited Term employee covered by this Agreement attains 36 months of service, the employee shall either be

work completed or converted to a Regular Employee at the Company's discretion. If the employee is converted to Regular Employee, the employee will continue to be covered by the terms, conditions and benefits provided by this Agreement.

Temporary Employee

- 2.03 One hired for a specific project or a limited period with the definite understanding that their employment will terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. Temporary employees shall be excluded from the provisions in Article 19 – Force Adjustment of this Agreement.
- 2.04 For the purposes of this Agreement, all employees hired into a title covered by this Agreement, unless otherwise specified by management, will be probationary. Employees will remain probationary for twelve (12) months.

ARTICLE 3 NON-DISCRIMINATION

- 3.01 In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual orientation or national origin, or because the employee is an individual with a disability, a disabled veteran, or a veteran of the Vietnam era or other protected classification recognized by applicable Federal, State or local law.
- 3.02 The use of the masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders and not as a sex limitation.
- 3.03 When a word is used in the singular or plural number, either number, the singular or plural of that word, shall apply.
- 3.04 It is mutually agreed that no discrimination shall be practiced by the Company or the Union against any employee because of membership or non-membership in the Union, or by the Company against any member or officer of the Union because of lawful activities on behalf of the Union.

ARTICLE 4
COMPANY - UNION RELATIONSHIP

4.01 The Company and the Union recognize that it is in the best interests of both Parties, the employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union, and their respective representatives at all levels, shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all employees in the Unit, including new hires, that their purpose is to conduct themselves in a spirit of responsibility and respect for the measures they have agreed upon to insure adherence to this purpose. Nothing in this Article is subject to the arbitration procedures of this Agreement.

ARTICLE 5
NO STRIKE

- 5.01 It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company and to the health, safety, and welfare of the public, and the Union agrees that it will not authorize or promote any strike or slowdown during the life of this Agreement. The Company agrees that it will not intentionally do anything to prevent the performance of the said services by the said employees insofar as the services are required in the operation of the Company's business.
- 5.02 Should any such employee engage in any strike or slowdown, without the authority and not as the result of the call of the Union, the Parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effect. It is understood that the Union will not condone participation in a sympathy strike in conjunction with any other personnel of any other employer. Such cooperation on the part of the Union shall include ordering the employees to desist from such strike or slowdown.
- 5.03 This Article is not intended to prohibit employees from engaging in informational picketing provided that such picketing does not have the purpose or effect of preventing employees from working.

**ARTICLE 6
MANAGEMENT RIGHTS**

- 6.01 Except as specifically limited by provisions of this Agreement, the Company reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, to operate its business, which include the right to establish, modify and enforce personnel policies, work rules, and regulations and standards for employee performance, including attendance policies, safety policies and disciplinary policies; as well as the right to make and enter into decisions to do any of the provided, however, that these rights shall not be exercised in violation of any of the other terms and provisions of this Agreement.
- 6.02 This Article in no way eliminates the Union's right to engage in effects bargaining with the Company.

**ARTICLE 7
UNION SECURITY**

- 7.01 Each employee, who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the date this Agreement is ratified ("Ratification Date"), or who later becomes a member of the Union and all persons becoming employees on or after the Ratification Date, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such Ratification Date or, in the case of persons becoming employees after the Ratification Date, on or after the thirtieth (30th) calendar day of employment, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any member of the bargaining unit.
- 7.02 Each employee who on the Ratification Date was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) calendar days after the Ratification Date, until the termination of this Agreement.
- 7.03 The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit of any such employee but shall reapply to such employee on the thirtieth (30th) calendar day following his/her return to the bargaining unit.

- (A) The term “formal separation” as used above includes transfers out of the bargaining unit, removal from payroll of the Company and leaves of absence of more than one (1) month duration.
- (B) The Company may inform employees and applicants for employment of the rights and obligations under the provisions of this section.

7.04 This Article 7 – Union Security shall only apply in those states where permitted by law.

ARTICLE 8 UNION DUES DEDUCTIONS

Dues Deductions

- 8.01 The Company shall make collection of union dues, agency fees and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the employee for whom the deductions are to be made and shall pay over to the local union each month the total amount thus deducted from all employees. Provided that the authorization form specifically authorizes the collection of dues for periods prior to its submission, the Company shall collect such dues, as required under Article 7 – Union Security, for a period not to exceed four (4) months. Authorization by employees for such deductions shall be in a form mutually acceptable to the Union and the Company.
- 8.02 The Financial Secretary of each local union shall certify the amount of union dues, agency fees and initiation fees to be deducted in each interval by the Company. Such certification shall be made to the Company on or before Friday, the eighth (8th) calendar day preceding the last day of the pay period for which the deduction is to be effective. Mass changes of deduction amounts shall be submitted sixty (60) days or more prior to the month in which such changes are to occur. Deductions from employees’ pay shall be made in the first pay period of each month. The Company shall forward such deductions to the Financial Secretary of each local union within six (6) working days, when practicable, following the payday applicable to the payroll period in which the deductions are made. It is understood that the Company will not be liable except to deduct and forward such deductions to the Financial Secretary of the appropriate local union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to a local union Financial Secretary.
- 8.03 The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of or result from the honoring by the Company of dues or fees deduction authorizations in accordance with the provisions of this Agreement and the transmitting of such deducted dues or fees to a local union.

- 8.04 Cancellation by an employee of such written authorization for payroll deduction shall be in writing and signed by the employee. Upon receipt thereof, the Company shall honor any such cancellations. A copy of such notice shall be sent to the appropriate local union. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.
- 8.05 Payroll deduction of dues or fees will be handled as follows:
- (A) Deduction of dues or fees shall be suspended during the period of an employee's leave of absence.
 - (B) When an employee has insufficient pay to cover all authorized deductions, deductions for dues or fees and then deductions for allotments to the appropriate savings plan shall have priority over all other authorized deductions except those required by law and for insurance.
- 8.06 When an employee who has authorized the Company to deduct dues or fees is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being in the higher classification, dues or fees will be based on the higher rate of pay for as long as the employee remains in the higher classification.

Information Provided To The Union And From The Union

- 8.07 The Company shall furnish each local union a monthly statement showing the following information for each employee having a dues or fees deduction authorization on file:
- (A) Amount of dues or fees deducted.
 - (B) Union eligible employees for whom the Company has not made a dues or fees deduction and an appropriate explanation.
- In addition, the statement will include a list of employees engaged or transferred by the Company who are eligible for local union membership. Such statement shall show the employee's name, title, NCS date, employee classification, rate of pay, Report Location, Payroll Identification Number (Payroll ID), mailing address and Cost Center.
- 8.08 The Union and the Company shall keep each other currently informed of their respective duly authorized representatives and promptly notify each other of any change of such representatives.
- 8.09 It is agreed that any inadvertent omission or error in the preparation of the above records will not be considered a breach of this Agreement.

ARTICLE 9
COMMITTEE ON POLITICAL EDUCATION
(COPE)

- 9.01 The Company and the Union shall provide for a program and procedure (subject to payroll system capability) whereby eligible employees of the Company may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.
- 9.02 Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable federal, state and/or local laws. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting his/her participation on behalf of the Union. The Union shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate.
- 9.03 Representatives of the Union may solicit COPE participation of employees who are Union members, on Company premises, but such solicitation shall not occur during working hours. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the work place.
- 9.04 Eligible employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The Company will provide the Union with a detailed layout of the authorization card suitable for reproduction. The Union at its own expense shall supply authorization cards to employees who are eligible to participate. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee. The Union will be responsible for satisfying its own requirements for records retention.
- 9.05 Employee deductions shall be in the minimum amount of fifty cent (\$.50), or ten cent (\$.10) increments thereof, per month. Deductions from employees' pay shall be made each pay period.
- 9.06 The Company shall remit to the Treasurer of COPE, within the third calendar week following the initial deductions and monthly thereafter, the full amount of authorized deductions for the preceding month. In addition, the company shall transmit monthly to the Treasurer of COPE a list of contributors through payroll deduction showing the contributor's name, Local Union and amount contributed.

- 9.07 Any employee's payroll deduction shall cease upon the occurrence of any of the following:
- (A) Termination of a participating employee's employment with the Company.
 - (B) Retirement of a participating employee.
 - (C) Transfer of a participating employee out of the bargaining unit.
 - (D) Receipt in the payroll office of written notice to cancel contributions to COPE, signed by the employee.
 - (E) Receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate.
 - (F) Leave of absence of a participating employee.
- 9.08 Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits. No deductions will be made for employees receiving payments for long-term disability.
- 9.09 Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.
- 9.10 As provided for in the regulations of the Federal Elections Commission, the Union will reimburse the Company for the costs of development, implementation, and administration of the payroll deduction system for COPE.
- 9.11 This Article is subject to applicable laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.
- 9.12 The Parties agree that the Company assumes no responsibility other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to COPE. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs, and expenses of any kind which may arise in connection with the program covered.
- 9.13 Any change in the aforementioned program shall be bargained for by both the Company and the Union.

ARTICLE 10
COLLECTIVE BARGAINING PROCEDURES

Collective Bargaining

- 10.01 All collective bargaining shall be conducted between authorized representatives of the Union as designated by its Chairman or by a person empowered to act in the Chairman's behalf and authorized representatives of the Company as designated by the Vice-President-Labor Relations.
- 10.02 Unless mutually agreed otherwise, up to five (5) authorized representatives on the Union's bargaining team for a successor contract to this Agreement who are Company employees not on leave of absence for Union business, shall be paid by the Company for actual time spent in collective bargaining sessions with the Company's bargaining team, in an amount not to exceed eight (8) hours of his/her basic wage rate per day.
- 10.03 It is the intention of the Company and the Union, with respect to future collective bargaining of replacement agreements, to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of the present Agreement.
- 10.04 Any agreements reached as a result of collective bargaining by representatives of the Parties to this Agreement shall become binding and effective only upon signature of the authorized representatives of the Parties as designated respectively by the Chairman of the Union and by the Vice-President-Labor Relations of the Company or by persons empowered to act on their behalf.
- 10.05 At least one (1) representative each of the Union and Company who is authorized to execute final and binding agreements shall be in attendance at each collective bargaining meeting unless this requirement is specifically waived on each occasion by authorized representatives of both Parties.
- 10.06 The Chairman and the Vice-President-Labor Relations of the Company, or persons empowered to act on their behalf in this regard, shall keep each other currently advised in writing of the names of representatives authorized to represent them in collective bargaining negotiations and in the execution of final and binding agreements and shall notify each other immediately of any changes of authorized representatives.
- 10.07 The Company shall select the location and site of conference facilities utilized for collective bargaining and shall bear the cost of such facilities. If by mutual agreement the Company does not select the location and site of the facilities utilized for collective bargaining, the cost for the facilities shall be shared equally by the Company and Union.

Contract Distribution

- 10.08 The Company agrees to have this Agreement available electronically on the Company's intranet system within a reasonable time frame following its ratification and execution.

**ARTICLE 11
BULLETIN BOARDS**

- 11.01 Subject to the provisions of paragraph 11.02 below, the Company agrees to furnish space, without charge, to erect bulletin boards for the exclusive use of the Union. If practicable, and space permits, the area provided should accommodate boards of approximately 48 x 60 inches. Location of the boards shall be mutually decided upon by the appropriate Union Area Steward, Chief Steward, or Business Representative and the appropriate supervisory levels at places where employees covered by this Agreement work or assemble.
- 11.02 The Union agrees to post notices about the following matters only: elections, meetings, reports, other official Union business and notices of Union social and recreational activities. The Union agrees not to post or permit to be posted controversial material or material of a derogatory nature regarding the Company or its personnel.
- 11.03 The Union assumes responsibility for complete compliance with the spirit and intent of the provisions of this Article. If the Company believes that the posted material is not in the spirit and intent of the provisions of this Article, such material shall be brought to the attention of the Business Representative and removed on request. If the Union fails to remove the material it may be removed by the Company.
- 11.04 The Company shall have the option of providing bulletin boards for the Union's use, without charge.

**ARTICLE 12
UNION OFFICERS AND REPRESENTATIVES**

Promotions & Transfers Of Union Representatives

- 12.01 The Company agrees that it will not promote or transfer any Local Union officer, Chief Steward/Area Steward, Business Representative/Assistant Business Manager, or Steward, or other equivalent titles of the Union (even though the previously mentioned Union representative is agreeable thereto) which affects the employee's existing status as a duly certified local representative of the Union, without first obtaining the consent of the Union. The Company shall give the Union written notice of the proposed promotion or transfer and the Union shall conclusively be presumed to have consented unless, within one (1) week after receipt of such written notification, it advises the Company in writing that it does not consent. The Union shall keep the Company advised in writing of the names of all representatives coming within the scope of this Section at the proper Union-Management level.

- 12.02 The notice and consent set forth in Section 12.01 shall not apply when the Company declares a surplus under the provisions of Article 19 – Force Adjustment or when a proposed promotion or transfer is required by the closing of a Company office or location.
- 12.03 The above also applies to temporary changes to work locations of the above mentioned Union representatives which are for a period in excess of thirty (30) days.

Stewards & Orientation

- 12.04 The Company will recognize Stewards selected in accordance with the Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. The Company also recognizes that the displacing of a Steward is the function of the Union. The Union will notify the Company of the identity of Stewards and, within five (5) working days, of any change in Stewards' status. Stewards shall not leave their work until excused in advance by their supervisors.
- 12.05 Each newly hired employee will be introduced by a supervisor to the appropriate Local Union representative and the Local Union representative will have up to thirty (30) minutes to confer with the employee. However, if groups of three (3) or more are hired at the same time at the same work location, one (1) hour in total may be granted for such conference with all of the newly hired employees instead of the above-referenced individual time if agreed to by the local manager(s) and the local Union Representative. Time spent in such meetings during the employee's regularly scheduled hours shall be paid.
- 12.06 Each transferee will be introduced by their supervisor to the appropriate Local Union representative, however, no additional meeting time will be allowed.

Payment For Joint Meeting Time

- 12.07 For purposes of processing grievances, the Company agrees to permit authorized Union representatives to confer with representatives of the Company without loss of pay during such employees' regularly scheduled working hours. In addition, such employees shall suffer no loss in pay for reasonable time spent during such regularly scheduled working hours in traveling for grievance meetings.
- 12.08 When the Company agrees to meet with a Union representative for purposes other than the processing of grievances and further agrees to pay for the time of the Union representative involved, such time shall be paid in accordance with the terms of this Agreement.
- 12.09 Employees who are excused in accordance with the provisions of this Section and Article 9 – Collective Bargaining Procedures, shall give his/her immediate supervisor reasonable

notice of the intended absence and of the probable duration of the absence. The Company may implement procedures, and is entitled to all information necessary, to ensure that payments to Union representatives are in accordance with the terms of this Agreement.

Absence For Union Business

- 12.10 The Company, insofar as work schedules permit, agrees to grant to any employee who is an Officer or properly designated representative of the Union the necessary time off without pay to transact business of the Union, provided that the Company is given reasonable advanced notice of such absence. Such notice shall be no less than five (5) days whenever possible.
- 12.11 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 Local Union Business Manager and the appropriate Director - Labor Relations.
- 12.12 Excused absences for Union business include absences by Union officers or properly designated representatives of the Union to perform administrative duties concerning their Local. In addition, such duties are understood to include attendance at conventions and training classes associated with those administrative duties by those officials or by their designated representatives.
- 12.13 Such excused absences do not include absences in connection with organizing activities with other employees, grievance and arbitration proceedings with other employers, or other activities related to the administration of collective bargaining agreements with other employers.

Leave Of Absence For Union Business

- 12.14 Excused absences granted to a Union representative shall not exceed thirty (30) consecutive calendar days or a total of three hundred sixty (360) cumulative scheduled hours in any calendar quarter. Absences in excess of this amount shall not be authorized except by a leave of absence to be applied for by the Union in writing. Absences that violate these limits shall be considered unexcused and unprotected.
- 12.15 Requests for leaves of absence for Union business shall be made as far in advance as possible. Such requests shall be submitted to the appropriate Director - Labor Relations to arrange for approval and such requests shall be granted provided that all eligibility requirements are met. The initial period of such a leave of absence shall not exceed one (1) year, however, at the request of the Union and following similar procedures, it may be renewed on an annual basis. The total combined period of all such leaves of absence will not exceed four (4) years.
- 12.16 A Union representative shall accrue Net Credited Service on a leave of absence for Union business for use in computing Net Credited Service for all benefit purposes.

- 12.17 The total number of employee Union representatives on leave of absence for Union business within DIRECTV LLC at any one time shall not exceed four (4) employees in a calendar year. Additional requests for leave of absence for Union business may be granted by management at its discretion.
- 12.18 Employees on such leave shall retain eligibility for the following benefits, as determined by the employee's Net Credited Service where applicable:
- A) AT&T Midwest Medical Program, AT&T Dental Program and AT&T Vision Program (or any successors thereto) – These programs are available for coverage if the employee on leave pays all the premiums in accordance with the terms of the programs.
 - B) Basic and Supplemental Group Life Insurance – The Company will pay the premium for Basic Life Insurance coverage equivalent to one year's wages based on the current wage rate for the job title held. Supplemental Group Life Insurance in appropriate amounts may be purchased at the employee's expense in accordance with the terms of the program.
 - C) Dependent Group Life Insurance – May be purchased at the employee's expense in accordance with the terms of the program.
 - D) Disability Benefit – Employees who anticipate an extended illness shall notify the appropriate Director of Labor Relations and the leave for Union business will be terminated effective on the date the disability request was made to the Director of Labor Relations. The provisions of the applicable disability program shall apply, including any applicable waiting period for the start of short term disability benefits, beginning on the day the Director of Labor Relations received notice from the employee of the anticipated extended illness.
- 12.19 A Union representative upon return from an excused absence or leave of absence shall be reinstated to the same job title or a job title of equal pay to that in which the employee was engaged immediately preceding the absence subject to the provisions of this Agreement relating to layoffs. Physical or other examinations may be required for reinstatement.

ARTICLE 13 PROBLEM RESOLUTION PROCEDURES

Union Representation & Notification

- 13.01 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative shall be present if the employee so requests. A copy of any non-confidential or non-proprietary

documentation used at the meeting shall be provided to the employee at the employee's request.

- 13.02 In the event the Company contemplates the demotion or dismissal for just cause of any employee, the Company shall notify the Business Manager or appointed designee of the Local Union involved and review the facts with the Business Manager or appointed designee prior to the actual demotion or dismissal.
- 13.03 In the event the Company suspends for just cause any employee, the Company shall notify the employee's Chief Steward or Area Representative as soon as practicable, but not later than the close of the next working day, and review the reasons for the suspension.

Dismissal Review Board

- 13.04 After the Company gives notification of a contemplated dismissal for just cause of a non-probationary employee the Union may, within two (2) working days, request that a Dismissal Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the appropriate Labor Relations Director or appointed designee.
- 13.05 Within two (2) working days after the Union request is made, the Company shall notify the Union as to the names of the two (2) Company members of the Board, and the Union shall notify the Company as to the names of the two (2) Union Board members.
- 13.06 The Board will meet within fifteen (15) days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the employee shall attend the Board meeting except in unusual circumstances and the Union shall advise the employee whose dismissal is contemplated of this intent. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the employee (or in his/her absence, the Union) to present any facts which the employee believes should be brought to the Company's attention when considering the matter and for the Parties to attempt to resolve the issue.

Union Board members who are employees, will participate in the Board meeting without loss of pay during scheduled working hours when the employee whose dismissal is contemplated is present, unless the Company has requested that the employee not be present at the meeting or unless the Company and the Union mutually agree that uncontrollable circumstances dictate otherwise.

- 13.07 The Parties agree to work together to provide reasonable security for the safety of Board participants when either party determines that a need for such security exists.
- 13.08 If after the meeting of the Board the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn thirty (30) calendar days after the date of dismissal unless the Union elects:

- (A) To advance the matter to impartial arbitration as provided in "Arbitration" following, if the employee was present at the Board meeting; or
- (B) To advance the matter to Step 3 of the grievance procedure as provided in "Grievance Procedure" following, if the employee was not present at the Board meeting.

13.09 In the event that the Union provides the Company with notification of a desire to hold a Dismissal Review Board and no meeting is held, the Union will be notified within fifteen (15) days from the original notification of contemplated dismissal, that either the employee is being dismissed or that circumstances warrant further investigation. If the employee is so dismissed, the Union may appeal the dismissal under the grievance procedure provided in "Grievance Procedure" following.

Grievance Procedure

13.10 Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement or should any other grievance or dispute appear, such matters shall be processed according to the grievance procedures set forth in this Section. The Company and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Arbitration" set forth in the Sections following, provide for the mutually agreed upon and exclusive forums for resolution and settlement of employee disputes during the term of this Agreement. Neither the Company nor the Union, its Local or Representatives, will attempt either directly or indirectly by means other than the grievance, and/or arbitration procedures to bring about the resolution of any issue which is properly a subject for disposition through such procedures. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

13.11 Discussion or Settlement of Grievance:

- (A) Any individual employee who has a complaint may first consult with his/her immediate supervisor. If the complaint is not resolved then any individual employee or group of employees shall have the right to present grievances to the Company and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed the Company that the Union represents that employee, the Company shall not discuss or settle such grievance directly with said employee initiating the grievance unless a Union representative is given an opportunity to be present.
- (B) The grievance procedure shall consist of three steps:

Step 1 - A grievance shall be presented to the management representative to whom the aggrieved employee or affected employee group directly reports. All grievances shall be submitted in writing on the appropriate grievance form reflecting the nature of the grievance and specifically identifying the grievant(s) and all articles of this Agreement alleged to have been violated.

Step 2 - A grievance appeal shall be made in writing, using the appropriate written grievance form, to the next higher level management representative or other designated representative of the organization to which the aggrieved employee or affected employee group directly reports.

Step 3 - Notice of a further appeal shall be made in writing to the appropriate Labor Relations Director or other designated Labor Relations Representative.

(C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either party.

13.12 Time and Method for Filing Grievances and Appeals:

(A) No grievance or appeal shall be heard by the Company unless the same has been timely and properly filed as follows:

(1) A grievance must be presented in writing by the Union at Step 1 within thirty (30) days of the action (or failure to act) which is the subject of the grievance.

(2) In the event the grievance is not resolved at Step 1 and the Union wishes to further appeal, such appeal must be made by the Union in writing at Step 2 within thirty (30) days of the receipt of the Company's decision at Step 1.

(3) In the event the grievance is not resolved at Step 2 and the Union wishes to further appeal, such appeal must be made by the Union in writing at Step 3 within thirty (30) days of the receipt of the Company's decision at Step 2.

(4) In the event the Union fails to advise the Company of its decision to appeal within the thirty (30) day time limit described in A (1), A (2) or A (3) above, the Company's decision will stand and the grievance considered closed.

(5) Time limitations set forth in this Section may be extended upon mutual consent of both Parties.

(B) At any step of the grievance procedure, the Union representative shall set forth, in writing on the appropriate grievance form, the identity of the aggrieved employee involved, a statement of the act or occurrence complained of and the date thereof, the provision of this Agreement alleged to have been violated, and the remedy requested. At Step 3, the Union will send a letter of confirmation to the appropriate

Labor Relations Director stating the grievance number; the nature of the grievance; the date, time and location of the action (or failure to act); and the Union representative involved. At Step 3, the Company will provide the Union with a written response to the Union's appeal.

- (C) The decision of the Company at Steps 1, 2 and 3 shall be given to the Union within fourteen (14) days of the close of the grievance meeting, or within a mutually agreed upon later date. Where no decision by the Company is received by the Union within the time period described herein, the grievance shall be considered denied by the Company.
- (D) Upon mutual agreement of the Parties, any single grievance may initially be heard at the third step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.

13.13 Grievance Meetings:

- (A) A meeting at any step of the grievance procedure shall be held promptly and not later than fourteen (14) days after presentation of the grievance or notice of appeal unless the Parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the Parties mutually agree.
- (B) In the absence of agreement for such later or continued date, if such meeting is not held within fourteen (14) calendar days, the grievance shall be considered denied by the Company as of the fourteenth calendar day. The Union may then appeal the grievance to the next step of the grievance procedure.
- (C) All meetings will be held at a mutually agreed time and date. Meetings covered by this Article will take place by teleconference, but may take place by videoconference if available, or any other means by which the views of the Parties can be effectively expressed and considered if mutually agreed. If a meeting is scheduled to take place in person, the Company will establish the place of the meeting considering the convenience of both parties.

13.14 Union Representation:

The Union agrees to limit the number of Union representatives and aggrieved employees conferring and negotiating employee grievances with Company representatives, as provided in this Section, to those provided below, the Company representatives at whose level the grievance is being heard:

- (A) Not more than three (3) Union representatives if conferring with a Company representative at Step 1, Step 2 and Step 3.
- (B) The aggrieved employee or employees, as may be jointly agreed to by the Union and the Company representatives at whose level the grievance is being heard.

13.15 Cooperation and Notification:

- (A) Each party recognizes the right of the other to investigate the circumstances surrounding any grievance or accident and agrees to cooperate with the other in such investigations.
- (B) The Company and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance and accident investigations.

Arbitrable Topics

13.16 The right to invoke arbitration shall extend only to matters which involve:

- (A) The interpretation or application of any of the terms or provisions of this Agreement, unless excluded by specific provisions of this Agreement.
- (B) The discipline of an employee with twelve (12) or more months of Net Credited Service.

Arbitration

- 13.17 An arbitrable matter shall be submitted to arbitration at the request of either party, provided the party seeking arbitration has notified the other party, by letter, within thirty (30) calendar days of the date of the final decision rendered at Step 3 under the grievance procedure or following a Dismissal Review Board, of its desire for arbitration.
- 13.18 Within seven (7) working days of the Company's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a randomly assigned "panel" of arbitrators. The method for determining which party will strike first shall be by flip of a coin. There will be thirty (30) such panels each consisting of seven (7) arbitrators who are members of the National Academy of Arbitrators and who have been selected to serve on a panel. The panels will be created by both Company and Union each submitting one hundred and five (105) names. The Company and Union will make blind selections from the pool. The first seven (7) names will comprise Panel 1, and so on for each subsequent panel until all two hundred and ten (210) names are used. In the event an arbitrator is selected from each of thirty (30) panels, the 210 names will be reordered in a random manner for the creation of thirty (30) new panels. The selected arbitrator shall conduct an appropriate hearing concerning the grievance, and render a decision, thereby resolving the grievance. The number of panels provided for in this paragraph may be increased by mutual agreement.
- 13.19 Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without unnecessary delay. The Company and the Union shall attempt to agree upon and reduce such issue or issues to writing at or before the commencement of the hearings. The hearing and decision of the arbitrator shall be confined to the issue or issues presented and the arbitrator shall not, as part of any decision, impose upon the Parties any obligation to arbitrate a subject which has not been agreed upon in this Agreement as a topic for arbitration. . Arbitration hearing(s), with respect to the interpretation and application of the terms of this Agreement, will be held at a location in the greater Chicagoland area. Hearings involving discipline or discharge of a non-probationary employee will be held at or near the employee's regular work location.
- 13.20 The arbitrator shall render the decision in writing within thirty (30) calendar days following receipt of the Parties' briefs and the record in the case is closed. The award of the arbitrator shall be final and binding upon the Parties, subject to law, and the Company and the Union agree to abide by the decision of the arbitrator.

- 13.21 A grievance which the Union has elected to submit to arbitration under the provisions of this Section will be deemed to have been withdrawn if not submitted for final decision and processed within the time limitations prescribed in this Section. The time limitations set forth in this Section may be extended by mutual agreement.
- 13.22 The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.
- 13.23 The compensation and expenses of the arbitrator and the general expenses of the arbitration such as transcripts, hearing rooms, etc., shall be shared equally by the Company and the Union. Each party shall bear the expense of its representatives and witnesses.
- 13.24 In no event shall any retroactive pay treatment extend beyond thirty (30) days prior to the date of notice of the grievance appeal in Step 2 of the grievance procedure. Any retroactive pay accorded shall be reduced or offset by all interim earned income, unemployment compensation, termination pay (or similar allowances paid pursuant to any provisions of an applicable agreement or established plan) or disability or pension benefits.

ARTICLE 14 SENIORITY

- 14.01 Seniority, as used in this Agreement shall mean Net Credited Service (also known as Employees' Term of Employment) under the terms of the AT&T Pension Benefit Plan as described in Article 18 – Benefits.
- 14.02 Where two (2) or more employees have the same Net Credited Service (NCS), the employee with the lowest last four (4) digits of social security number shall be considered the most senior.

ARTICLE 15 TIME OFF

Paid Holidays

- 15.01 Ten (10) paid holidays shall be observed as follows:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Christmas Day
Four Floating Holidays

Holidays that fall on a Sunday will be observed on the following Monday. When a holiday falls on a Saturday, employees will be given another day off in a subsequent week or a preceding week as determined by the Company. All time off earned in the previous vacation year, must be taken before any time off in the current vacation year can be taken.

Working On A Holiday

15.02 Employees who work on a holiday, will not be given a day off to be taken at a later date. Employees who work on a holiday will be paid eight (8) hours at straight time for the holiday and at time and one half (1 ½) for each hour worked on the holiday. Such hours worked at the premium rate shall be used in the calculation of the forty (40) hour overtime threshold.

Holidays During A Vacation Week

15.03 When a holiday falls during a week in which an employee is on vacation, the day will be treated as a holiday, not as a day of vacation.

Vacation Year

15.04 The year in which vacation and Personal Days off may be taken shall be known as the “vacation year.” The vacation year is defined as a period of time beginning December 31st and ending on December 30th of the following year. Employees must be active on the payroll (not on a leave of absence or on disability) and must physically report to work for at least one (1) day in the vacation year to be eligible for vacation and Personal Days Off.

However, an employee may be granted vacation for which they are otherwise eligible in a vacation year without performing any work for the Company in that year provided they are not on a leave of absence or disability and such vacation is contiguous to and continues with their vacation for the preceding year; or such vacation begins during the first seven (7) days of the vacation year.

Vacation Eligibility

15.05 Employees shall be eligible to accrue vacation, based on their NCS with the Company, as follows:

A. One (1) week of vacation upon completion of six (6) months of service.

- B. Two (2) weeks of vacation upon completion of twelve (12) months of service. This provision cannot be combined with the above to result in more than two (2) weeks of vacation entitlement in the same vacation year.
- C. Three (3) weeks of vacation to any employee who could complete seven (7) years of service or more but less than fifteen (15) years of service within the vacation year.
- D. Four (4) weeks of vacation to any employee who could complete fifteen (15) years of service or more but less than twenty-five (25) years of service within the vacation year.
- E. Five (5) weeks of vacation to any employee who could complete twenty-five (25) years of service or more within the vacation year.

Carry-over Vacation

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

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

Vacation Selection

15.07 Employees may select their vacation in full weeks and on a day-at-a-time basis during the vacation selection process. Vacations shall be selected in a work group as determined by the Company, based on seniority. The Company shall determine periods available for selection and the number of employees allowed off on vacation.

Payment in Lieu of Vacation

15.08 An employee leaving the Company shall receive payment in lieu of any unused portion of the vacation which such employee accrued. The chart below shall be used to determine the vacation allotment for employees who have completed at least six (6) months of service and who leave the payroll during the calendar months provided:

Month Employee Leaves Company or (Credited Months)	Annual Eligible Vacation Hours (For eligibility refer to Article 25 or Appendix C Section 4)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days or 5 Weeks (200 Hours)
	Number of "Earned" Current Year Vacation Hours				
Jan. (1)	3	7	10	13	17
Feb. (2)	7	13	20	27	33
Mar. (3)	10	20	30	40	50
Apr. (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun. (6)	20	40	60	80	100
Jul. (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sep. (9)	30	60	90	120	150
Oct. (10)	33	67	100	133	167
Nov. (11)	37	73	110	147	183
Dec. (12)	40	80	120	160	200

Personal Days Off

15.09 Employees are allowed flexibility through the use of Personal Days Off to be off work with pay, subject to approval by management.

Each employee who has completed six (6) months of service will be eligible for four (4) paid Personal Days Off each vacation year.

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

Selection Of Personal Days Off

15.10 All Personal Days Off shall be selected based on seniority within a workgroup as determined by the Company. Employees may be permitted to take all of their Personal Days Off in two (2) hour increments, except for the one (1) day in the vacation year that the Company may assign. The Company shall determine periods available for selection and the number of employees allowed off on Personal Days Off.

Civic Duty

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

Death In An Employee's Immediate Family/Household

15.12 Employees may elect up to three (3) paid days of excused time off due to a death in the employee's immediate family. Immediate family includes the employee's parents, stepparents, adoptive parents, children, stepchildren, adoptive children, brothers, stepbrothers, sisters, stepsisters, husband or wife (including Legally Recognized Partner), grandparents, grandchildren, mother-in-law or, father-in-law. If more time off is needed, an employee may request vacation time or unpaid time off, all of which is dependent on the needs of the business. In all cases, supervisory approval is required.

Personal Illness

15.13 Employees having one (1) or more years of NCS shall be paid at the basic wage rate for absences due to personal illness on scheduled workdays, up to five (5) paid days not to exceed forty (40) hours per calendar year. Employees must notify their supervisor before their scheduled start time that they will be absent from work. Absences due to an employee's personal illness of longer than seven (7) consecutive days will be governed by the AT&T Disability Income Program.

Excused Time Required By Law

15.14 Employees will be granted other excused time off (paid or unpaid) as required by applicable State and/or Federal laws.

ARTICLE 16 WORKING CONDITIONS

Job Duties

16.01 Titles set forth in Article 1.03 – Recognition may be required to perform any and all work associated with offered products and services.

Work Apparel

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

Participation in the designated Company Branded Apparel Program (BAP) is mandatory.

The Company can modify or discontinue the BAP program or the appearance standards at its discretion. If a BAP is discontinued, the Company will give employees a minimum notice of thirty (30) days prior to such discontinuance.

Work Schedules

16.03 Insofar as service requirements and the conditions of the business permit, selection of work schedules shall be, when practical, by seniority. The responsibility for determining the requirements and conditions rests solely with the Company. Employees' scheduled work hours may start at any time of the day, on any day of the week and may be spread over any six (6) days of the week. Work schedules will be posted for a minimum period of one (1) week and are subject to change, with forty-eight (48) hours' notice to the employee. If an employee is notified less than twelve (12) hours before the originally scheduled start time of a change in work hours, the affected employee will receive two (2) hours of pay at the straight time rate.

Four-Ten Work Schedules

16.04 The Company will determine if, when and in which groups it would establish a four-ten work schedule. The Company can terminate an established four-ten work schedule at any time for any reason.

Overtime will be paid according to Article 1.07 below. Overtime is time worked in excess of forty (40) hours in a workweek.

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

Personal days off specified in Article 15 [Time Off] of the Agreement will be eight (8) hours.

An employee's work schedule during a holiday week shall normally be the same as though it were not a holiday week. If the holiday falls on a scheduled day, and the employee is scheduled off, the Company will pay eight (8) hours of holiday pay at straight time. If the employee wishes to be paid the remaining two (2) hours, the employee may use available vacation, personal days off or absence time. If the employee does not wish to be paid, the time will be unpaid excused.

An employee who works the holiday will be paid as follows:

- Eight (8) hours straight time for the holiday;
- Time and one-half for each hour worked up to eight (8) hours;
- Straight time for time worked in excess of eight (8) hours;
- Overtime rules apply for time worked in accordance with Article 16.07 [Working Conditions] below.

If a holiday falls during the employee's scheduled vacation week; and if the holiday falls on a scheduled vacation day, the employee will be entitled to an additional eight (8) hours

of vacation time. If the holiday falls on a non-scheduled day, the employee will receive eight (8) hours of holiday pay at straight time.

Paid absence due to personal illness will be granted in accordance with Article 15 [Time Off] of this Agreement. An employee who is eligible for such absence payments will receive ten (10) hours of pay if the employee is sick on a scheduled ten (10) hour day, unless the remaining balance of paid absence time is less than ten (10) hours.

Split Work Days

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

Cancellation Of Hours

16.06

- A. If an employee is notified less than twelve (12) hours before the originally scheduled start time that the scheduled hours are canceled, the affected employee will receive two (2) hours of pay at the straight time rate.
- B. If an employee begins the scheduled workday, management cannot cancel the employee's hours for the remainder of that workday.

Overtime

16.07 Employees may be required to work up to seventeen (17) hours of overtime per week subject to the needs of the business, except that this limitation will not apply in cases of emergency. Overtime hours worked in excess of forty (40) in a calendar week will be paid at the rate of one and one-half (1½) times the basic hourly wage rate and in accordance with applicable Federal and/or State Laws.

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

- Joint Meeting with the Company including Joint Union-Company Committee Meeting and Dismissal Review Board Meetings
- Absence for Union Business (Unpaid)
- Collective Bargaining with the Company

Shift Differentials

16.08 Employees who are scheduled to work an evening or night assignment in which more than fifty (50) percent of the time falls between the hours of 6:00 p.m. and 6:00 a.m., shall receive a daily premium payment of ten (10) percent of their base wages for each day worked. Shift differentials will be included in the employee's rate of pay for

purposes of computing payments during periods of vacation and holidays, if the following conditions are met:

An employee works one (1) full work week of evening or night assignments before his/her vacation or holiday and is scheduled to work one (1) full work week of evening or night assignments, following his/her vacation or holiday.

Sunday Premium Payments

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

Relief Differential

16.10 Employees will be paid a differential of eight dollars (\$8.00) when in addition to their normal duties they relieve or assist a manager for four (4) hours or more. Relief Differential assignments specifically exclude administering discipline to other employees.

Working In A Different Title

16.11 The assignment of a particular title to an employee does not mean that the employee shall perform only the kind of work coming under his/her title classification, or that certain kinds of work shall be performed exclusively by certain classifications of employees in this Agreement.

Home Garaging

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

Travel and Temporary Work Locations

16.13 The Company will assign each employee a regular work location. Employees may also be assigned a temporary work location.

- A. The Company will either furnish all means of transportation or specify what transportation shall be used for travel on Company business.
- B. Employees who are authorized and agree to use their personal vehicles for Company business will be reimbursed at the then current IRS reimbursement rate for mileage.

- C. Transportation expenses include, but are not limited to, mileage, bridge toll, parking, airfare, and bus fare.
- D. 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.

Contracting Out

16.14 It is the Company's objective to consider carefully the interests of both the customer and employee along with all other considerations essential to the management of the business in a highly competitive and dynamic environment. While the Company believes it is in its best interests to utilize its own employees, the Company may use contractors as it deems necessary in order to respond to a highly unpredictable marketplace. For various reasons where the needs of the business require the Company may subcontract bargaining unit work, provided that it will not currently and directly cause layoffs of Regular Employees covered by this Agreement.

Overnight Trips

- 16.15 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 1.13(C) above
 - B. Lodging, approved in advance by the Company
 - C. Meals, not to exceed thirty-five dollars (\$35) per day, unless management approves a higher amount in advance

Monitoring/GPS

16.16 The Company, at its discretion, may monitor and/or record calls of those employees covered by this Agreement in accordance with State and Federal laws.

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

ARTICLE 17 COMPENSATION

Wage Schedules

- 17.01 The Wage schedules set forth in Attachment 1 to the Memorandum of Agreement Transition of Newly Organized DIRECTV LLC Employees shall be effective on the date provided in that Memorandum. The wage zones referenced in Attachment 1 of that Memorandum are set forth in Appendix A of this Agreement. Thereafter, these wage schedules shall be modified as follows:
- A. Effective on the first anniversary date of contract ratification, basic weekly wage rates will be increased by 3.00% at the maximum rate, exponentialized with no change in the start rate.
 - B. Effective on the second anniversary date of contract ratification, basic weekly wage rates will be increased by 2.25% at the maximum rate, exponentialized with no change in the start rate.
 - C. Wage schedules are contained in Appendix B.
 - D. Employees will be paid on a bi-weekly basis. Payment of wages for each two-week period will be made no later than the Friday following the end of the pay-period.

Ratification Bonus

Each active regular full-time employee on the payroll as of the date of ratification and on the payout date will receive a single two-hundred and fifty dollar (\$250) lump sum contract ratification bonus. Each active part-time employee on the payroll as of the date of ratification and on the payout date will receive a prorated ratification bonus based on their part-time classification (or “part-time equivalent work week”) on the ratification date. These ratification bonuses are contingent on the Agreement being ratified by August 26, 2016. All ratification bonus payments will have appropriate deductions withheld. Such payment shall be made as soon as practicable following ratification.

Eligibility

- 17.02 All employees who are active on the payroll (not on disability or a leave of absence) on the effective date of a wage increase will be eligible for a wage increase, except as provided herein. Employees whose wages are above the maximum weekly rate of the appropriate wage schedule at the time of ratification of this Agreement will remain at their current rate of pay until their base pay is at or below the maximum weekly rate of the appropriate wage schedule or they move to another job title or location. Until such time, these employees are not eligible for a wage increase.

Employees, who on the effective date of the wage increase and/or lump sum payment, are on disability or a leave of absence, if otherwise eligible, will receive a wage increase and/or lump sum payment effective on their return to work date. Lump sum payments will be prorated for disability and leave of absence.

Wage Credit/Changes In Start Rate

17.03 Applicants for employment who possess skill or knowledge over and above that normally expected of a new employee may be given wage schedule service credit equivalent to this knowledge or experience and receive as a starting rate the rate corresponding to this wage schedule service credit. Subsequent increases will be in accordance with the progression schedule.

Discretionary Lump Sum Payments

17.04 A lump sum payment of up to five (5) percent of an employee's annualized (52 weeks) weekly wage rate may be granted to individual employees at the Company's discretion.

Additional Cash Awards

17.05 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 management.

APPENDIX A

WAGE ZONES

A	B	C
Denver, CO	Flagstaff, AZ	Yuma, AZ
Gypsum, CO	Peoria, AZ	Le Mars, IA
Littleton, CO	Tempe, AZ	Little Rock, IA
New Castle, CO	Tucson, AZ	Sioux City, IA
Kapolei, HI	Colorado Springs, CO	Walnut, IA
Waipahu, HI	Delta, CO	Cottonwood, ID
Kennewick, WA	Englewood, CO	Franklin, ID
Lacey, WA	Johnstown, CO	Nampa, ID
Lynnwood, WA	Pueblo West, CO	Lismore, MN
Vancouver, WA	Pueblo, CO	Thief River Falls, MN
	Cedar Rapids, IA	Bozeman, MT
	Urbandale, IA	Butte, MT
	Idaho Falls, ID	Helena, MT
	Twin Falls, ID	Missoula, MT
	Billings, MT	Gering, NE
	Kearney, NE	Fargo, ND
	Omaha, NE	Alamogordo, NM
	Bismarck, ND	Clovis, NM
	Lincoln, ND	Portales, NM
	Minot, ND	Rapid City, SD
	Albuquerque, NM	Sioux Falls, SD
	Erie, PA	Tea, SD
	Langhorne, PA	Hurricane, UT
	Union City, PA	St. George, UT
	Salt Lake City, UT	Alpine, WY
	Bear River, WY	Casper, WY
	Cody, WY	Cheyenne, WY
	Evanston, WY	Douglas, WY
	Gillette, WY	Evansville, WY
	Green River, WY	Newcastle, WY
	Laramie, WY	Opal, WY
	Pinedale, WY	Rawlins, WY
	Rock Springs, WY	Riverton, WY
	Spokane Valley, WA	Sheridan, WY
	Yakima, WA	

PREMISES TECHNICIAN

	ZONE A		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$563.50	\$563.50	\$563.50
07 - 12	\$591.00	\$592.00	\$593.50
13 - 18	\$619.50	\$622.50	\$624.50
19 - 24	\$649.50	\$654.00	\$657.50
25 - 30	\$681.50	\$687.50	\$692.50
31 - 36	\$714.50	\$722.50	\$729.00
37 - 42	\$749.00	\$759.50	\$767.50
43 - 48	\$785.50	\$798.00	\$808.00
49 - 54	\$824.00	\$839.00	\$850.50
55 - 60	\$864.00	\$881.50	\$895.50
61-66	\$906.00	\$926.50	\$942.50
67-72	\$950.00	\$974.00	\$992.50
73-78	\$996.00	\$1,023.50	\$1,045.00
79+	\$1,044.50	\$1,076.00	\$1,100.00

	ZONE B		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$512.00	\$512.00	\$512.00
07 - 12	\$544.00	\$545.50	\$546.50
13 - 18	\$577.50	\$581.00	\$583.50
19 - 24	\$613.50	\$619.00	\$623.00
25 - 30	\$651.50	\$659.50	\$665.00
31 - 36	\$692.00	\$702.50	\$710.00
37 - 42	\$735.00	\$748.00	\$758.50
43 - 48	\$780.50	\$797.00	\$809.50
49 - 54	\$829.50	\$849.00	\$864.50
55 - 60	\$881.00	\$904.50	\$923.00
61+	\$935.50	\$963.50	\$985.00

	ZONE C		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$445.50	\$445.50	\$445.50
07 - 12	\$478.50	\$480.00	\$481.00
13 - 18	\$514.00	\$517.00	\$519.50
19 - 24	\$552.00	\$557.00	\$561.00
25 - 30	\$593.00	\$600.50	\$605.50
31 - 36	\$637.00	\$646.50	\$654.00
37 - 42	\$684.50	\$697.00	\$706.00
43 - 48	\$735.50	\$750.50	\$762.50
49 - 54	\$790.00	\$809.00	\$823.50
55 - 60	\$848.50	\$871.50	\$889.00
61+	\$911.50	\$939.00	\$960.00

WAREHOUSE ASSISTANT

	ZONE A		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$538.50	\$538.50	\$538.50
07 - 12	\$553.00	\$554.00	\$555.00
13 - 18	\$568.00	\$570.50	\$572.50
19 - 24	\$583.00	\$587.00	\$590.00
25 - 30	\$598.50	\$604.00	\$608.00
31 - 36	\$614.50	\$621.50	\$627.00
37 - 42	\$631.00	\$640.00	\$646.50
43 - 48	\$648.00	\$658.50	\$666.50
49 - 54	\$665.50	\$677.50	\$687.00
55 - 60	\$683.00	\$697.50	\$708.00
61-66	\$701.50	\$717.50	\$730.00
67-72	\$720.50	\$738.50	\$752.50
73-78	\$739.50	\$760.00	\$776.00
79+	\$759.50	\$782.50	\$800.00

	ZONE B		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$490.50	\$490.50	\$490.50
07 - 12	\$507.50	\$509.00	\$510.50
13 - 18	\$525.50	\$528.50	\$531.00
19 - 24	\$544.00	\$549.00	\$552.50
25 - 30	\$563.00	\$570.00	\$575.00
31 - 36	\$583.00	\$591.50	\$598.00
37 - 42	\$603.50	\$614.00	\$622.50
43 - 48	\$624.50	\$637.50	\$647.50
49 - 54	\$646.50	\$662.00	\$673.50
55 - 60	\$669.00	\$687.00	\$701.00
61+	\$692.50	\$713.50	\$729.50

	ZONE C		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$420.00	\$420.00	\$420.00
07 - 12	\$439.00	\$440.50	\$441.50
13 - 18	\$459.00	\$461.50	\$463.50
19 - 24	\$479.50	\$484.00	\$487.00
25 - 30	\$501.50	\$507.50	\$512.00
31 - 36	\$524.00	\$532.00	\$538.00
37 - 42	\$548.00	\$557.50	\$565.00
43 - 48	\$572.50	\$584.50	\$594.00
49 - 54	\$598.50	\$613.00	\$624.00
55 - 60	\$625.50	\$642.50	\$655.50
61+	\$654.00	\$673.50	\$689.00

ADMINISTRATIVE SUPPORT ASSISTANT

	ZONE A		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$490.50	\$490.50	\$490.50
07 - 12	\$501.00	\$502.00	\$503.00
13 - 18	\$511.50	\$514.00	\$515.50
19 - 24	\$522.50	\$526.00	\$528.50
25 - 30	\$533.50	\$538.00	\$542.00
31 - 36	\$544.50	\$551.00	\$555.50
37 - 42	\$556.00	\$564.00	\$569.50
43 - 48	\$568.00	\$577.00	\$584.00
49 - 54	\$580.00	\$590.50	\$599.00
55 - 60	\$592.00	\$604.50	\$614.00
61-66	\$605.00	\$618.50	\$629.50
67-72	\$617.50	\$633.00	\$645.50
73-78	\$630.50	\$648.00	\$661.50
79+	\$644.00	\$663.50	\$678.00

	ZONE B		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$449.50	\$449.50	\$449.50
07 - 12	\$461.50	\$463.00	\$464.00
13 - 18	\$474.00	\$477.00	\$479.00
19 - 24	\$487.00	\$491.00	\$494.50
25 - 30	\$500.00	\$506.00	\$510.50
31 - 36	\$513.50	\$521.00	\$527.00
37 - 42	\$527.50	\$536.50	\$544.00
43 - 48	\$541.50	\$553.00	\$561.50
49 - 54	\$556.00	\$569.50	\$579.50
55 - 60	\$571.00	\$586.50	\$598.50
61+	\$586.50	\$604.00	\$617.50

	ZONE C		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$420.00	\$420.00	\$420.00
07 - 12	\$431.50	\$432.50	\$433.50
13 - 18	\$443.00	\$445.50	\$447.50
19 - 24	\$455.00	\$459.00	\$462.00
25 - 30	\$467.00	\$472.50	\$477.00
31 - 36	\$479.50	\$487.00	\$492.50
37 - 42	\$492.50	\$501.50	\$508.00
43 - 48	\$506.00	\$516.50	\$524.50
49 - 54	\$519.50	\$532.00	\$541.50
55 - 60	\$533.50	\$548.00	\$559.00
61+	\$548.00	\$564.50	\$577.00

OFFICE COORDINATOR

	ZONE A		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$538.50	\$538.50	\$538.50
07 - 12	\$553.50	\$554.50	\$555.50
13 - 18	\$569.00	\$571.50	\$573.50
19 - 24	\$584.50	\$588.50	\$591.50
25 - 30	\$601.00	\$606.50	\$610.50
31 - 36	\$617.50	\$624.50	\$630.00
37 - 42	\$635.00	\$643.50	\$650.00
43 - 48	\$652.50	\$663.00	\$671.00
49 - 54	\$670.50	\$683.00	\$692.00
55 - 60	\$689.00	\$703.50	\$714.50
61-66	\$708.50	\$724.50	\$737.00
67-72	\$728.00	\$746.50	\$760.50
73-78	\$748.00	\$769.00	\$785.00
79+	\$769.00	\$792.00	\$810.00

	ZONE B		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$500.00	\$500.00	\$500.00
07 - 12	\$516.50	\$518.00	\$519.00
13 - 18	\$533.50	\$537.00	\$539.00
19 - 24	\$551.50	\$556.00	\$560.00
25 - 30	\$569.50	\$576.50	\$581.50
31 - 36	\$588.50	\$597.00	\$604.00
37 - 42	\$608.00	\$619.00	\$627.00
43 - 48	\$628.00	\$641.00	\$651.00
49 - 54	\$649.00	\$664.50	\$676.50
55 - 60	\$670.50	\$688.50	\$702.50
61+	\$692.50	\$713.50	\$729.50

	ZONE C		
	EFFECTIVE 09/03/16	EFFECTIVE 09/03/17	EFFECTIVE 09/02/18
START 0-6	\$420.00	\$420.00	\$420.00
07 - 12	\$439.00	\$440.50	\$441.50
13 - 18	\$459.00	\$461.50	\$463.50
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37 - 42	\$548.00	\$557.50	\$565.00
43 - 48	\$572.50	\$584.50	\$594.00
49 - 54	\$598.50	\$613.00	\$624.00
55 - 60	\$625.50	\$642.50	\$655.50
61+	\$654.00	\$673.50	\$689.00

ARTICLE 18 BENEFITS

18.01

Subject to the Company receiving written notice by August 26, 2016 from an authorized representative of the Union that this Agreement has been duly ratified by the employees represented by the Union and/or approved by the IBEW International President, the Parties mutually agree as follows:

The means for fulfilling the terms of this Article may be the Company's adoption of its 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 Article and substantially the terms, provisions and conditions under which such benefits are to be provided. The sole remedy for issues with respect to the validity or amount of any claim for benefits is the claim and appeal process as defined in the individual benefits plans and programs.

The Parties agree to the plans and programs described below. Copies of the plan documents, Summary Plan Descriptions ("SPDs") and Summary of Material Modifications ("SMMs") of these plans, policies and programs have been and/or will be provided within a reasonable period of time to the Union upon reasonable request. If there is any difference between these SPDs and the ERISA plans or programs (including amendments thereto), the plan texts shall govern. No change shall be made in the terms of these plans, programs and policies, which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the Union without the consent of the Union.

Unless the Parties mutually agree, there shall be no negotiations concerning changes in the Plans during the period of this Agreement. Neither the Benefit Plans, nor their administration shall be subject to the grievance or arbitration procedures of this Agreement.

For purposes of this Agreement only, the following definitions apply:

- Bargained employees hired, rehired or transferred before the date this Agreement is ratified ("Ratification Date") shall be referred to as "Current Employees";
- Bargained employees hired, rehired or transferred on or after the Ratification Date shall be referred to as "New Hires";
- Current Employees and New Hires shall be referred to collectively as "Employees";
- The term "Eligible Retired Employees" include Employees who terminate employment during the term of this Agreement and who meet the applicable requirements to be eligible for post-retirement benefits.

1. HEALTH AND WELFARE BENEFIT PLANS

- (A) Effective January 1, 2017, Employees shall be eligible to participate in the benefit plans, programs and policies identified in the chart below, with the plan terms, conditions and provisions which were in effect on December 31, 2016, as described in the applicable SPDs and SMMs, except as noted in this Agreement and Exhibit 1.

Type	Plan/Program/Policy
Medical	AT&T Midwest Medical Program
Dental	AT&T Dental Program (Bargained)
Vision	AT&T Vision Program (Bargained)
Supplemental Medical	AT&T CarePlus – A Supplemental Benefit Program
Life Insurance	AT&T Group Life Insurance Program for Active Employees
FSA	AT&T Flexible Spending Account Plan
Disability	AT&T Disability Income Program
Leave of Absence	Midwest Leaves of Absence Policy
Commuter	AT&T Commuter Benefit Policy
Adoption	AT&T Adoption Reimbursement Policy
EAP	AT&T Employee Assistance Program
Voluntary	AT&T Voluntary Benefits Platform*

* The Voluntary Benefits Platform is available to all Active and Eligible Retired Employees. The Company may unilaterally modify the AT&T Voluntary Benefits Platform from time-to-time or discontinue without further discussions with the Union.

- (B) Employees, including newly eligible Employees, and Eligible Retired Employees shall continue to participate in the same benefit plans, programs and policies on the same terms and conditions which were in effect on December 31, 2016 until the benefits identified in the table above become effective, subject to changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law.
- (C) 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, will be eligible, during the term of this Agreement, for medical, dental, vision, supplemental medical, and life insurance coverage subject to any exceptions identified in Exhibit 1 and any changes to benefits resulting from the operation of existing plan provisions and amendments necessary to comply with changes in the law.

Nothing in this Section 18.01 1.(C) shall be construed to provide benefits for any period subsequent to the term of this Agreement. Nor shall anything in this Section 18.01 1.(C) be construed to provide benefits for any former employee other than an Eligible Retired Employee.

- (D) Exhibit 1 provides a summary of certain plan, program and/or policy terms, conditions and provisions, including any that are exceptions to terms, conditions and provisions described in the applicable SPDs and SMMs as well as any which differ among groups of employees eligible to participate in a particular plan, program or policy, such as the applicable deductible or copayment amount. If there are discrepancies between the specific information provided in Exhibit 1 and the plan documents, SPDs or SMMs, the information provided in Exhibit 1 will govern. However, the Parties agree that the Company may unilaterally modify the provisions of any plan providing medical benefits (i.e., annual deductibles, co-pays, out-of-pocket maximums and co-insurance) from time-to-time as reasonably determined by the Company, at its sole discretion, to be minimally necessary to forestall incurring the Excise Tax on High-cost Coverage (Cadillac Tax) pursuant to the Patient Protection and Affordable Care Act (PPACA) for full or partial plan years during the term of this 2016 Collective Bargaining Agreement. If the Company modifies any of the benefits listed in Exhibit 1, it shall list them in a modified Exhibit 1 which shall be provided to the Union and the modified Exhibit 1 will govern.
- (E) It is understood that certain benefits described in Exhibit 1 are subject to change to comply with implementation of the PPACA and associated regulations and agency guidance. The Company will notify the Union of the changes the Company makes to conform the benefits under this Agreement with final regulations and guidance under PPACA and any amendment determined to be necessary due to changes in the law including changes and any plan amendments determined by the Company to be minimally necessary as described in the Paragraph above to forestall incurring the Cadillac Tax as it is defined in the final regulations and guidance. Should any of these changes require bargaining, all other terms and provisions of the 2016 Collective Bargaining Agreement will remain in effect through expiration.

2. PENSION AND SAVINGS BENEFIT PLANS

Employees shall be eligible to participate in the benefit plans, programs and policies identified below with the plan terms, conditions and provisions which were in effect on December 31, 2016, as described in the applicable SPDs and SMMs, except as noted herein.

- **AT&T Retirement Savings Plan**

Effective January 1, 2017, Employees will no longer be eligible to participate in the DIRECTV 401(k) Savings Plan, and Employees shall be eligible for the AT&T Retirement Savings Plan (ARSP) under the terms and conditions in effect as of December 31, 2016.

Employees shall receive a Company Match equal to 80 percent of their Basic Contributions. Basic Contributions can equal up to 6 percent of Compensation as defined in the plan.

The Company Match under ARSP will be made in AT&T Shares.

Employee balances in the DIRECTV 401(k) Savings Plan will be transferred to an account for the Employee in the ARSP as soon as administratively feasible after the plan merger.

- Bargained Cash Balance Program #2 (“BCB#2 Program”)

Effective January 1, 2017, Employees will not be credited with additional compensation or service under the DIRECTV Pension Plan and its applicable benefit formulas. Interest credits, where applicable, will continue to accrue.

Effective January 1, 2017, Employees shall be eligible to participate in the BCB#2 Program. Employees will receive Basic Benefit Credits as determined by the following:

Age	Age Credit Factor
Less than 30	1.77%
30-36	2.27%
37-43	2.78%
44-49	3.28%
50 and older	4.04%

Employees shall also receive Interest Credits at an annual rate of 4.5%, and Supplemental Pay Credits, 2% of Pension Compensation, in excess of the Social Security Wage Base, if applicable.

Effective January 1, 2017, Employees’ Term of Employment (also known as Net Credited Service) shall be established as the Workday Continuous Service Date, and future adjustments shall be determined under the terms of the AT&T Pension Benefit Plan.

Provision	Active Employees																								
Active Employees																									
Effective Date(s)	Health & Welfare Plans, Programs and Policies: 1/1/2017																								
Eligibility																									
Programs	<p>Applicable programs:</p> <p>Medical – AT&T Midwest Medical Program, with current provisions except as provided below. CarePlus – AT&T CarePlus – A Supplemental Benefit Program. Dental – AT&T Dental Program (Bargained); with current provisions except as provided below. Vision – AT&T Vision Program Bargained); with current provisions except as provided below. Disability – AT&T Disability Income Program; management provisions as they change from time to time except as provided below. Life Insurance - AT&T Group Life Insurance Program for Active Employees.</p>																								
Medical																									
Program	<p>AT&T Midwest Medical Program</p> <p>Available network options:</p> <ul style="list-style-type: none"> • Health Care Network (HCN), • Health Care Network Outside Network Area (ONA), • Preferred Provider Organization (PPO), and • Fully-insured coverage options such as HMOs available at the discretion of the Company. 																								
Eligibility for Coverage	Active regular full-time and part-time Employees and Term Employees are eligible for coverage. Temporary Employees are not eligible. Eligibility for coverage begins on the Employee's date of hire, provided the Employee enrolls within the 31-day enrollment period. Employees pay the full cost of coverage* until eligible for Company Subsidy.																								
Eligibility for Company Subsidy	<p>Individual Coverage: Company subsidy for Employees enrolled in Company-sponsored Individual medical coverage (including fully insured coverage options, if available) will begin on the first day of the month in which 90 days of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 90 days of NCS will be eligible to enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage.</p> <p>All Other Coverage Levels: Company subsidy for Employees enrolled in Company-sponsored medical coverage other than Individual coverage will begin on the first day of the month in which 6 months of net credited service (NCS) is attained (also referred to as term of employment (TOE)). Employees with less than 91 days of NCS may enroll in Company-sponsored medical coverage (including fully insured coverage options, if available) but are required to pay 100% of the cost of coverage. Employees with more than 90 days of NCS and less than 6 months of NCS may enroll in Company-sponsored medical coverage (including fully-insured coverage options, if available) but are required to pay 100% of the cost of coverage reduced by the company subsidy for the Individual coverage tier.</p>																								
Active (Full-Time) Monthly Contributions	<p>Current Employees:</p> <p>Option 1:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th style="text-align: center;">2017</th> <th style="text-align: center;">2018</th> <th style="text-align: center;">2019</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td style="text-align: right;">\$ 155</td> <td style="text-align: right;">\$ 169</td> <td style="text-align: right;">\$ 177</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$ 335</td> <td style="text-align: right;">\$ 365</td> <td style="text-align: right;">\$ 382</td> </tr> </tbody> </table> <p>Option2:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th style="text-align: center;">2017</th> <th style="text-align: center;">2018</th> <th style="text-align: center;">2019</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td style="text-align: right;">\$ 58</td> <td style="text-align: right;">\$ 79</td> <td style="text-align: right;">\$ 84</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$ 138</td> <td style="text-align: right;">\$ 186</td> <td style="text-align: right;">\$ 196</td> </tr> </tbody> </table>		2017	2018	2019	Individual	\$ 155	\$ 169	\$ 177	Family	\$ 335	\$ 365	\$ 382		2017	2018	2019	Individual	\$ 58	\$ 79	\$ 84	Family	\$ 138	\$ 186	\$ 196
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Provision	Active Employees																																																								
	<p>New Hires:</p> <p>Option 1:</p> <table border="1"> <thead> <tr> <th></th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$ 172</td> <td>\$ 174</td> <td>\$ 177</td> </tr> <tr> <td>Family</td> <td>\$ 372</td> <td>\$ 375</td> <td>\$ 382</td> </tr> </tbody> </table> <p>Option2:</p> <table border="1"> <thead> <tr> <th></th> <th>2017</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$ 75</td> <td>\$ 83</td> <td>\$ 84</td> </tr> <tr> <td>Family</td> <td>\$ 176</td> <td>\$ 196</td> <td>\$ 196</td> </tr> </tbody> </table>		2017	2018	2019	Individual	\$ 172	\$ 174	\$ 177	Family	\$ 372	\$ 375	\$ 382		2017	2018	2019	Individual	\$ 75	\$ 83	\$ 84	Family	\$ 176	\$ 196	\$ 196																																
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Family	\$ 176	\$ 196	\$ 196																																																						
Active (Part-Time) Monthly Contributions	<p>Based on scheduled hours per week:</p> <p><u>Monthly Contributions:</u> If greater than or equal to 25 hours, same as Full-Time. If at least 17 but less than 25 hours, 50% of the Premium Equivalent Rate*. If less than 17 hours, 100% of the Premium Equivalent Rate*.</p> <p>* Premium Equivalent Rates are subject to annual adjustment.</p>																																																								
Annual Deductibles	<p>The Annual Deductibles are included in the Out-Of-Pocket Maximums.</p> <p>Option 1:</p> <ul style="list-style-type: none"> Separate Annual Deductible amounts apply to the Network/ONA/PPO and Non-Network/Non-PPO options. Amounts incurred under each option do not apply to the other option. With Family coverage, a covered person is eligible to receive benefits once their eligible/allowable expenses satisfy the Individual Deductible amount. The Family Deductible, as applicable, is met once any combination of covered persons' eligible/allowable expenses meet the Family Deductible amount. It is not necessary that any one individual reach the Individual Deductible but no one individual may contribute more than the Individual Deductible amount. <table border="1"> <thead> <tr> <th></th> <th colspan="2">2017</th> <th colspan="2">2018</th> <th colspan="2">2019</th> </tr> <tr> <th></th> <th>Network /ONA & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network /ONA & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network/ ONA & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$ 500</td> <td>\$1,300</td> <td>\$ 600</td> <td>\$2,100</td> <td>\$ 700</td> <td>\$2,450</td> </tr> <tr> <td>Family</td> <td>\$1,000</td> <td>\$2,600</td> <td>\$1,200</td> <td>\$4,200</td> <td>\$1,400</td> <td>\$4,900</td> </tr> </tbody> </table> <p>Option 2:</p> <ul style="list-style-type: none"> Separate Annual Deductible amounts apply to the Network/ONA/PPO and Non-Network/Non-PPO options. Amounts incurred under each option do not apply to the other option. If the coverage tier is Family, no individual can receive benefits until the Family Annual Deductible is met. The Family Annual Deductible can be met by one or a combination of covered family members. <table border="1"> <thead> <tr> <th></th> <th colspan="2">2017</th> <th colspan="2">2018</th> <th colspan="2">2019</th> </tr> <tr> <th></th> <th>Network /ONA & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network /ONA & PPO</th> <th>Non-Network & Non-PPO</th> <th>Network/ ONA & PPO</th> <th>Non-Network & Non-PPO</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$1,300</td> <td>\$3,900</td> <td>\$1,300</td> <td>\$3,900</td> <td>\$1,500</td> <td>\$6,000</td> </tr> <tr> <td>Family</td> <td>\$2,600</td> <td>\$7,800</td> <td>\$2,600</td> <td>\$7,800</td> <td>\$3,000</td> <td>\$12,000</td> </tr> </tbody> </table>		2017		2018		2019			Network /ONA & PPO	Non-Network & Non-PPO	Network /ONA & PPO	Non-Network & Non-PPO	Network/ ONA & PPO	Non-Network & Non-PPO	Individual	\$ 500	\$1,300	\$ 600	\$2,100	\$ 700	\$2,450	Family	\$1,000	\$2,600	\$1,200	\$4,200	\$1,400	\$4,900		2017		2018		2019			Network /ONA & PPO	Non-Network & Non-PPO	Network /ONA & PPO	Non-Network & Non-PPO	Network/ ONA & PPO	Non-Network & Non-PPO	Individual	\$1,300	\$3,900	\$1,300	\$3,900	\$1,500	\$6,000	Family	\$2,600	\$7,800	\$2,600	\$7,800	\$3,000	\$12,000
	2017		2018		2019																																																				
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Individual	\$ 500	\$1,300	\$ 600	\$2,100	\$ 700	\$2,450																																																			
Family	\$1,000	\$2,600	\$1,200	\$4,200	\$1,400	\$4,900																																																			
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	Network /ONA & PPO	Non-Network & Non-PPO	Network /ONA & PPO	Non-Network & Non-PPO	Network/ ONA & PPO	Non-Network & Non-PPO																																																			
Individual	\$1,300	\$3,900	\$1,300	\$3,900	\$1,500	\$6,000																																																			
Family	\$2,600	\$7,800	\$2,600	\$7,800	\$3,000	\$12,000																																																			

Provision	Active Employees				
Copay/Coinsurance	Option 1:				
		2017		2018-2019	
		Network/ONA & PPO	Non-Network & Non-PPO	Network/ONA & PPO	Non-Network & Non-PPO
	Preventive	\$0 / 0% Ded waived	No Benefit	\$0 / 0% Ded waived	No Benefit
	Sickness/Illness	\$0 / 10% After Ded	\$0 / 40% After Ded	\$0 / 10% After Ded	\$0 / 50% After Ded
	Emergency Room Facility/ Professional Services (Emergencies)	\$0 / 10% After Ded	\$0 / 10% After Ded	\$0 / 10% After Ded	\$0 / 10% After Ded
	Option 2:				
		2017-2019			
		Network/ONA & PPO	Non-Network & Non-PPO		
	Preventive	\$0 / 0% Ded waived	No Benefit		
	Sickness/Illness	\$0 / 20% After Ded	\$0 / 60% After Ded		
	Emergency Room Facility/ Professional Services (Emergencies)	\$0 / 20% After Ded	\$0 / 20% After Ded		

Provision	Active Employees						
Annual Out-of-Pocket Maximums (OOP)	The Annual Deductibles are included in the Out-Of-Pocket Maximums.						
	Option 1:						
		2017		2018		2019	
		Network /ONA & PPO	Non-Network & Non-PPO	Network /ONA & PPO	Non-Network & Non-PPO	Network/ ONA & PPO	Non-Network & Non-PPO
	Individual	\$2,500	\$ 7,300	\$3,000	\$ 9,000	\$3,500	\$10,500
	Family	\$5,000	\$14,600	\$6,000	\$18,000	\$7,000	\$21,000
	(Integrated Med/Surg MH/SA)						
	Out-of-Pocket Maximum provisions:						
	<p>Once an individual reaches the individual Network Annual Out-of-Pocket Maximums, the Program will begin paying 100% of any Allowable Charges for Network Eligible Expenses that person incurs. Once payments for all family members reach the family Network Annual Out-of-Pocket Maximum, the individual Network Annual Out-of-Pocket Maximum for all family members will be considered met for the rest of the year, and the Program will begin paying 100% of Allowable Charges for Network Eligible Expenses that any family member incurs, unless you change your Program option. The Non-Network Annual Out-of-Pocket Maximum operates in the same manner when you use Non-Network Providers.</p>						
	Option2:						
	2017		2018		2019		
	Network /ONA & PPO	Non-Network & Non-PPO	Network /ONA & PPO	Non-Network & Non-PPO	Network/ ONA & PPO	Non-Network & Non-PPO	
Individual	\$6,450	\$19,350	\$6,450	\$19,350	\$6,550	\$19,650	
Family	\$12,900	\$38,700	\$12,900	\$38,700	\$13,100	\$39,300	
Out-of-Pocket Maximum provisions:							
<p>Once an individual reaches the individual Network Annual Out-of-Pocket Maximums, the Program will begin paying 100% of any Allowable Charges for Network Eligible Expenses that person incurs. Once payments for all family members reach the family Network Annual Out-of-Pocket Maximum, the individual Network Annual Out-of-Pocket Maximum for all family members will be considered met for the rest of the year, and the Program will begin paying 100% of Allowable Charges for Network Eligible Expenses that any family member incurs, unless you change your Program option. The Non-Network Annual Out-of-Pocket Maximum operates in the same manner when you use Non-Network Providers.</p>							

Provision	Active Employees																																																																												
<p>Prescription Drug Program (Rx)</p>	<p>The following provisions will apply:</p> <ul style="list-style-type: none"> • Mandatory mail order for maintenance Rx – Applies after second fill at retail. • Specialty pharmacy program • Personal Choice – 100% participant-paid • Mandatory Generic • Compound Medication Limitation • Advanced Control Specialty Formulary • New Standard Prescription Drug Formulary • Generic Step Therapy <p>Option 1:</p> <p>Deductible: None.</p> <p>Out-of-Pocket Maximum:</p> <table border="0"> <thead> <tr> <th></th> <th><u>2017</u></th> <th><u>2018</u></th> <th><u>2019</u></th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$1,200</td> <td>\$1,200</td> <td>\$1,200</td> </tr> <tr> <td>Family</td> <td>\$2,400</td> <td>\$2,400</td> <td>\$2,400</td> </tr> </tbody> </table> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions)</p> <table border="0"> <thead> <tr> <th></th> <th><u>2017</u></th> <th><u>2018</u></th> <th><u>2019</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$10</td> <td>\$10</td> <td>\$10</td> </tr> <tr> <td>Preferred</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> </tr> <tr> <td>Non-Preferred</td> <td>\$60</td> <td>\$60</td> <td>\$70</td> </tr> </tbody> </table> <p>Retail – Non-Network Copays: Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply subject to Advanced Control Specialty Formulary provisions)</p> <table border="0"> <thead> <tr> <th></th> <th><u>2017</u></th> <th><u>2018</u></th> <th><u>2019</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$20</td> <td>\$20</td> <td>\$20</td> </tr> <tr> <td>Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> </tr> <tr> <td>Non-Preferred</td> <td>\$120</td> <td>\$120</td> <td>\$140</td> </tr> </tbody> </table> <p>Option 2:</p> <p>Deductible: Integrated with medical/surgical, mental health/substance abuse and CarePlus.</p> <p>Out-of-Pocket Maximum: Integrated with medical/surgical, mental health/substance abuse and CarePlus.</p> <p>Retail – Network Copays: (Up to 30-day supply, limited to 2 fills for maintenance subject to Advanced Control Specialty Formulary provisions)</p> <table border="0"> <thead> <tr> <th></th> <th><u>2017</u></th> <th><u>2018</u></th> <th><u>2019</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$9</td> <td>\$9</td> <td>\$9</td> </tr> <tr> <td>Preferred</td> <td>\$35</td> <td>\$35</td> <td>\$35</td> </tr> <tr> <td>Non-Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> </tr> </tbody> </table> <p>Retail – Non-Network Copays: Participant pays the greater of the applicable Network copay or balance remaining after the program pays 75% of network retail cost.</p> <p>Mail Order Copays: (Up to 90-day supply subject to Advanced Control Specialty Formulary provisions)</p> <table border="0"> <thead> <tr> <th></th> <th><u>2017</u></th> <th><u>2018</u></th> <th><u>2019</u></th> </tr> </thead> <tbody> <tr> <td>Generic</td> <td>\$18</td> <td>\$18</td> <td>\$18</td> </tr> <tr> <td>Preferred</td> <td>\$70</td> <td>\$70</td> <td>\$70</td> </tr> <tr> <td>Non-Preferred</td> <td>\$140</td> <td>\$140</td> <td>\$140</td> </tr> </tbody> </table>		<u>2017</u>	<u>2018</u>	<u>2019</u>	Individual	\$1,200	\$1,200	\$1,200	Family	\$2,400	\$2,400	\$2,400		<u>2017</u>	<u>2018</u>	<u>2019</u>	Generic	\$10	\$10	\$10	Preferred	\$35	\$35	\$35	Non-Preferred	\$60	\$60	\$70		<u>2017</u>	<u>2018</u>	<u>2019</u>	Generic	\$20	\$20	\$20	Preferred	\$70	\$70	\$70	Non-Preferred	\$120	\$120	\$140		<u>2017</u>	<u>2018</u>	<u>2019</u>	Generic	\$9	\$9	\$9	Preferred	\$35	\$35	\$35	Non-Preferred	\$70	\$70	\$70		<u>2017</u>	<u>2018</u>	<u>2019</u>	Generic	\$18	\$18	\$18	Preferred	\$70	\$70	\$70	Non-Preferred	\$140	\$140	\$140
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Provision	Active Employees										
CarePlus											
Program	AT&T CarePlus – A Supplemental Benefit Program										
Monthly Contributions	<p style="text-align: center;"><u>2016*</u></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Individual</td> <td style="text-align: right;">\$1</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$2</td> </tr> </table> <p>Contribution amounts are subject to change from time to time at the sole discretion of the Company.</p> <p>* The 2016 contribution amounts shown above are for illustrative purposes only.</p>	Individual	\$1	Family	\$2						
Individual	\$1										
Family	\$2										
General Benefits	The Company retains the unilateral right to change, modify, amend and discontinue the benefits offered under the Program including for the purpose complying with healthcare reform legislation (PPACA).										
Dental											
Program	<p>AT&T Dental Program (Bargained) with provisions as described in the Summary Plan Description except as provided below.</p> <p>Available network options:</p> <ul style="list-style-type: none"> • Dental PPO • Fully-insured coverage options such as Dental HMOs available at the discretion of the Company. 										
Eligibility for Coverage	Active regular full-time and part-time Employees and Term Employees are eligible for coverage. Temporary Employees are not eligible. Eligibility for coverage begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).										
Eligibility for Company Subsidy	Company subsidy continues to begin on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).										
Active (Full-Time) Monthly Contributions	<p>Dental PPO or DHMO (if available):</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td colspan="2" style="text-align: center;"><u>Monthly Contribution Amounts</u></td> </tr> <tr> <td colspan="2" style="text-align: center;"><u>2017-2019</u></td> </tr> <tr> <td style="padding-right: 20px;">Individual</td> <td style="text-align: right;">\$7</td> </tr> <tr> <td>Individual + 1</td> <td style="text-align: right;">\$14</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$23</td> </tr> </table>	<u>Monthly Contribution Amounts</u>		<u>2017-2019</u>		Individual	\$7	Individual + 1	\$14	Family	\$23
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Active (Part-Time) Monthly Contributions	<p>Based on Scheduled hours/week:</p> <ul style="list-style-type: none"> • Greater than or equal to 20 hours = 50% of the full cost of coverage.* • Less than 20 hours = 100% of the full cost of coverage* with no Company subsidy. <p>* Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.</p>										
Vision											
Program	AT&T Vision Program (Bargained) with provisions as described in the Summary Plan Description except as provided below:										
Eligibility for Coverage	Active regular full-time and part-time Employees and Term Employees are eligible for coverage. Temporary Employees are not eligible. Eligibility for coverage begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).										
Eligibility for Company Subsidy	Company subsidy begins on first day of the month in which 6 months net credited service (NCS) is attained (also referred to as term of employment (TOE)).										

Provision	Active Employees																	
Active (Full-Time) Monthly Contributions	<p style="text-align: center;">Monthly Contribution Amounts <u>2017-2019</u></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Individual</td> <td style="text-align: right;">\$2.00</td> </tr> <tr> <td>Individual + 1</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$8.00</td> </tr> </table>	Individual	\$2.00	Individual + 1	\$5.00	Family	\$8.00											
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Disability																		
Program	AT&T Disability Income Program																	
	The AT&T Disability Income Program as described in the Summary Plan Description except as provided below.																	
Eligibility for Coverage	Active regular full-time and part-time Employees and Term Employees are eligible for coverage. Temporary Employees are not eligible.																	
Short Term Disability (STD)	<p>Short-term disability benefits and the other sources of income received are designed to replace 60 percent or 100 percent of Pay, based on the Employee's service as shown below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">Term of Employment</th> <th colspan="2">Percent of Pay</th> </tr> <tr> <th>100%</th> <th>60%</th> </tr> </thead> <tbody> <tr> <td>>6 months, < 2 years</td> <td style="text-align: center;">0 weeks</td> <td style="text-align: center;">26 weeks</td> </tr> <tr> <td>2 years < 5 years</td> <td style="text-align: center;">4 weeks</td> <td style="text-align: center;">22 weeks</td> </tr> <tr> <td>5 years < 15 years</td> <td style="text-align: center;">13 weeks</td> <td style="text-align: center;">13 weeks</td> </tr> <tr> <td>15 or more years</td> <td style="text-align: center;">26 weeks</td> <td style="text-align: center;">0 weeks</td> </tr> </tbody> </table>	Term of Employment	Percent of Pay		100%	60%	>6 months, < 2 years	0 weeks	26 weeks	2 years < 5 years	4 weeks	22 weeks	5 years < 15 years	13 weeks	13 weeks	15 or more years	26 weeks	0 weeks
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5 years < 15 years	13 weeks	13 weeks																
15 or more years	26 weeks	0 weeks																
Long-Term Disability (LTD)	Term employees are not eligible for LTD benefits.																	
Life Insurance																		
Program	AT&T Group Life Insurance Program for Active Employees																	
Eligibility for Coverage	Active regular full-time and part-time Employees and Term Employees are eligible for coverage. Temporary Employees are not eligible.																	
Monthly Contributions	Contribution amounts are subject to annual adjustment.																	
General Benefits	<p>Coverage Levels are the same as for management employees.</p> <p>Basic Life and Basic Accidental Death and Dismemberment (AD&D) is 100% Company-paid.</p> <p>Supplemental Life and Dependent Life is 100% Employee-paid.</p>																	
Flexible Spending Account (FSA)																		
Plan	AT&T Flexible Spending Account Plan																	
Contribution Minimum/Maximums	Subject to change as mandated by healthcare reform legislation (PPACA) and to annually adjust the maximum contribution amount to that permitted by law for Health Care Flexible Spending Accounts for each calendar year for which the IRS issues timely guidance such that the Company can implement the change.																	
Employee Assistance Program (EAP)																		
Program	AT&T Employee Assistance Program																	
Visit Limit	Up to 5 EAP visits per person per issue.																	

Provision	Eligible Retired Employees
Retiree Provisions	Effective 1/1/2017: Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.
Medical	
Program	Eligible Retired Employees shall be eligible to participate in the same choice of program, options and provisions as similarly situated active Employees except as noted in the sections below.
Eligible Retired Employees (Full-Time & Part-time) Monthly Contributions	Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare-eligible are ineligible for coverage. * Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.
Eligible Retired Employees (Part-Time) Monthly Contributions	Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare-eligible are ineligible for coverage. * Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.
Medicare Part-B Premium Reimbursement	Not Eligible.
CarePlus	
Program	Eligible Retired Employees shall be eligible to participate in the same choice of program, options and provisions as similarly situated active Employees.
Monthly Contributions	Contribution amounts are subject to change from time to time at the sole discretion of the Company.
General Benefits	The Company retains the unilateral right to change, modify, amend and discontinue the benefits offered under the Program including for the purpose complying with healthcare reform legislation (PPACA).
Dental	
Program	Eligible Retired Employees shall be eligible to participate in the same choice of program, options and provisions as similarly situated active Employees.
Eligible Retired Employee (Full-Time) Monthly Contributions	Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare-eligible are ineligible for coverage. * Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.
Eligible Retired Employees (Part-Time) Monthly Contributions	Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage* with no Company subsidy. Eligible Retired Employees who are Medicare-eligible are ineligible for coverage. * Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.
Life Insurance	
Eligible Retired Employees Basic Life (Company Paid)	\$15,000 Retiree Basic Life.
Eligible Retired Employees Supplemental Life (Retiree Paid)	Eligible Retired Employees eligible for Supplemental Life coverage may add 1x Annual Pay in effect at termination of employment to Supplemental Life coverage in effect at termination of employment, to replace the Basic Life no longer available upon termination of employment.
Vision	
Eligible Retired Employees Vision Program	Eligible Retired Employees shall be eligible to participate in the AT&T Eligible Former Employee Vision Program.

Provision	Eligible Retired Employees
Retiree Provisions	<p>Effective 1/1/2017:</p> <p>Applicable for the term of the Agreement to Eligible Retired Employees who terminate during the term of the Agreement.</p>
Eligible Retired Employees Monthly Retiree Contributions	<p>Eligible Retired Employees who are Non-Medicare-eligible will pay 100% of full cost of coverage* with no Company subsidy.</p> <p>Eligible Retired Employees who are Medicare-eligible are ineligible for coverage.</p> <p>* Calculation of the full cost of coverage is subject to adjustment from time to time at the Company's discretion.</p>

ARTICLE 19 FORCE ADJUSTMENT

Transfers

19.01 The Company may in its discretion hire employees off the street or from outside of the bargaining unit to fill vacancies in positions under this Agreement. However, if the Company determines that a vacancy is to be filled from within, it will post a notice of the vacancy. Regular full-time employees with at least thirty (30) months of time in title, unless waived by the Company, who have satisfactory attendance and work performance may apply for the vacancy.

Regular full-time employees covered under this Agreement who have at least thirty (30) months' time in title, unless waived by the Company, who have satisfactory attendance and work performance will have the opportunity to be considered for transfers to available positions, covered by this Agreement for which they are qualified.

In deciding who will be selected for a vacancy, the Company will determine which employee is most qualified to fill the position. The Company will consider an employee's qualifications and where, in the judgment of the Company, such qualifications are equal, it will use seniority. The Company may elect to retreat an employee within the first nine (9) months from the date the employee accepted the position.

When an employee transfers to a higher or a lower wage schedule the employee will move to the same wage schedule step on the new wage schedule that the employee was at on the old wage schedule. In addition, the employee's time spent, months and days, at the step on the old wage schedule will count towards the time required for the employee to progress to the next higher step on the new wage schedule.

Relocation of Work

19.02 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.

Force Adjustment

19.03 Whenever force conditions as determined by the Company are considered to warrant a surplus and the possible layoff of employees, the Company shall notify the Union in writing, prior to notifying the affected employees. Employees will be laid off in a process to be determined by the Company based on the needs of the business and all business needs being equal, such adjustments shall occur in inverse order of seniority. The surplus employees designated for layoff will be notified a minimum of two (2) weeks prior to the layoff date, unless otherwise provided by law.

Layoff Allowance

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

LENGTH OF SERVICE	LAYOFF ALLOWANCE
0 - 12 Months	1 week of pay
13 - 24 Months	2 weeks of pay
25 - 47 Months	3 weeks of pay
48 Months or More	4 weeks of pay

Priority Rehire

19.05 Employees who are laid off with satisfactory attendance and work performance and who apply for re-employment to the same position from which they were laid off, will receive priority consideration for re-hire over new applicants for twelve (12) months from his/her layoff date.

**ARTICLE 20
SAFETY**

20.01 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of his/her employment, and the employees will be expected to cooperate with the Company in keeping Company premises, and especially rest rooms, clean and sanitary. The Company will advise the Union of any on-the-job accidents which result in hospitalization or death.

20.02 Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for his/her own safety and that of their fellow employees, customers and the general public.

20.03 To achieve the above principles, the Company and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles. The advisory committee shall consist of a Company designated representative or representatives and four (4) designated Union representatives. This committee shall meet by teleconference from time to time as required but at least two (2) times per year.

- 20.04 The function of this advisory committee shall be to advise the Company concerning safety matters. In discharge of this function, the Committee may consider existing practices and rules related to safety, suggest changes to existing practices and rules, including workplace design and redesign, and suggest new practices and rules.
- 20.05 The Company agrees to reimburse for authorized time spent by active employees for attendance at such committee meetings during the employee's scheduled shift at the employee's basic wage rate.

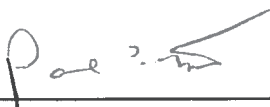
**ARTICLE 21
CONCLUSION**

- 21.01 This Agreement and all associated memoranda shall become effective as of 12:00 a.m. Central Daylight Time on the day after it has been ratified and shall remain in effect until 11:59 p.m. Central Daylight Time on August 24, 2019. The Union will inform the Company in writing that this Agreement has been ratified as soon as practicable thereafter.
- 21.02 IBEW agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of this Agreement. Further, IBEW will not, on the basis of this Agreement or on the basis of any change in operations or practices as a result of this Agreement, in any pleading, petition, complaint or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by IBEW are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of IBEW will survive the expiration of this Agreement, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.
- 21.03 No later than sixty (60) days prior to the expiration date of this Agreement, either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement or to terminate this Agreement. No bargaining with respect to a new Agreement shall commence earlier than sixty (60) days prior to the expiration date of this Agreement unless otherwise mutually agreed to by the Parties.
- 21.04 Nothing in this Article shall be construed to prevent the Parties from making any changes in this Agreement which are mutually agreeable to the Parties at any time during the tenure of this Agreement.
- 21.05 If any provision of this Agreement is invalid because it is contrary to any law, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their representatives, all on the day and year first above written.

AGREED:

FOR THE UNION:



Paul T. Wright
Chairman, System T-3
International Brotherhood of Electrical Workers

8/15/16

Date



FOR THE COMPANY:



Randall S. White
Vice-President – Labor Relations

8/15/2016

Date

MEMORANDUM OF AGREEMENT

Transition of Newly Organized DIRECTV LLC Employees

This Memorandum of Agreement (“Memorandum”) between System Council T-3 on behalf of Locals 55, 89, 111, 206, 291, 354, 426, 449, 714, 769, 827, 949, 1186, 1250, 1426 and 1597 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and Congress of Industrial Organizations (“SCT-3” or “Union”) and DIRECTV LLC (“Company” or “DTV”) (hereinafter referred to collectively as “Parties”), sets forth the terms and conditions agreed to by the Parties regarding the transition of certain newly organized Company employees into the newly negotiated Collective Bargaining Agreement between SCT-3 and DTV including all other documents ratified therewith (“Agreement”).

1. **Recognition.** The Company recognizes SCT-3 as the duly authorized bargaining agent for fourteen units of DTV employees who became represented under the Certification of Results issued by the American Arbitration Association (“AAA”), in Case No. 01-16-0000-6593 for the following units: Arizona (April 12, 2016), Colorado (April 15, 2016), Hawaii (March 29, 2016), Iowa (April 15, 2016), Idaho (April 4, 2016), Minnesota (April 12, 2016), Montana (April 20, 2016), Nebraska (May 4, 2016), North Dakota (April 20, 2016), Pennsylvania (April 15, 2016), South Dakota (April 15, 2016), Utah (March 29, 2016), Washington (April 15, 2016); and Case No. 01-16-0001-8274 for the following unit: Wyoming (May 20, 2016), all for the titles listed below (“Unit Employees”):

Administrative Support Assistant
Field Coordinator
Field Operations Technician
Installer
Installation Technician
Office Coordinator
Warehouse Assistant
Warehouse Associate

2. **Transfers to Job Titles.**
 - a) The Parties agree that pursuant to Article 1.03 of the Agreement, the titles of Administrative Support Assistant, Office Coordinator, Premises Technician and Warehouse Assistant shall be created in the Agreement as provided in Attachment 1, hereto. The Parties agree that these titles are fully and finally established with no further steps required.

- b) Unit Employees referenced in paragraph 1 above shall, on December 25, 2016, be placed into the above-referenced job titles as provided in Attachment 1, hereto.
 - c) Until December 25, 2016 (“Effective Date”) and except as provided specifically in this Memorandum, the terms and conditions of employment for Unit Employees will be changed by the Company only after discussions with the Union.
 - d) At the time of the Effective Date referenced in paragraph 2(c) above, the Agreement shall contain the entire agreement between DTV and the Union with respect to all positions referenced in paragraph 1, above, except that: i) such employees will not lose their benefits until their benefits are replaced on January 1, 2017, in accordance with the Agreement; and ii) Unit Employees shall not begin to earn any paid or unpaid time off (e.g., vacation, holidays, personal days off, etc.) under the Agreement until January 1, 2017. Thereafter, Unit Employees shall be subject to all policies that apply to bargained-for employees covered by agreements between SCT-3 and AT&T Midwest that perform similar work. Such new policies shall be implemented as soon after the Effective Date as administratively practicable.
 - e) Where conflicts may exist or arise between provisions of this Memorandum and those in the Agreement, the provisions of this Memorandum will prevail.
3. **Wages.** The payment of wages to Unit Employees shall be made as follows:
- a) Provided the Agreement is ratified by August 15, 2016, the wages of Unit Employees will change on August 20, 2016 to those provided for the title to which they will transition as provided in Attachment 1. Otherwise, wages will so change as soon as practicable following ratification.
 - b) Transition to the appropriate wage schedule of Attachment 1 shall be to the step of the corresponding wage schedule that is closest to but not less than the Unit Employee’s then-current weekly wage. The date of the move referenced in paragraph 3(a) above will then become the anniversary date for Unit Employees transitioned in accordance with this Memorandum for purposes of pay progression.
 - c) Those Unit Employees whose current wages are above the maximum weekly rate of the appropriate wage schedule in Attachment 1 at the time of the transition will be pay protected until their base pay is at or below the maximum weekly rate of the appropriate wage schedule or they move to another job title or location. “Pay protected” means that their base pay will remain the same.
4. **Collection of Union Dues.** As soon as practicable following ratification of this Agreement and until Unit Employees are placed into the job titles in the Agreement on the Effective Date, as provided in Paragraph 2 above, the Company will collect Union dues in the amount of forty dollars (\$40) per month from employees covered by this Memorandum who are members of the IBEW and for whom the Union presents signed check-off cards to the Company that are not revoked. Following the Effective Date but

no later than January 15, 2017, the Union may send written notice to the Company of a dollar amount to be collected for each Unit Employee for whom the Union presents signed check-off cards to the Company that are not revoked in order to make up the difference between the forty dollars (\$40) per month collected in accordance with this paragraph and the amount of dues customarily charged by the Local Union to which that Unit Employee belongs. As soon as administratively practicable following the receipt of such notice, the Company will collect from the Unit Employee's pay and remit to the Union the amount specified. All such withholdings and remissions are conditioned on the Union submitting to the Company a signed card(s) authorizing such deductions acceptable to the Company.

5. Effective with ratification of the Agreement and this Memorandum, but subject to the administrative limitations of Company systems, the following provisions of the Agreement will apply to Unit Employees:
 - a) Article 1 – Recognition
 - b) Article 2 – Classification of Employees
 - c) Article 3 – Non-Discrimination
 - d) Article 4 – Company – Union Relationship
 - e) Article 5 – No Strike
 - f) Article 7 – Union Security
 - g) Article 8 – Union Dues Deductions, sections 8.03 – 8.09
 - h) Article 6 – Management Rights
 - i) Article 14 – Seniority
 - j) Article 17 – Compensation
 - k) Article 10 – Collective Bargaining Procedures
 - l) Article 13 – Problem Resolution Procedures
 - m) Article 19 – Force Adjustment
 - n) Article 16 – Working Conditions, sections 16.01, 07-10, 13
 - o) Article 20 – Safety
 - p) Article 21 – Conclusion

6. **Waiver and Release/Dismissal of ULP Charges.**

- a) The Union waives and releases any and all claims or potential claims against the Company relating to the acquisition of the Company by AT&T, Inc., or the recognition or transfer of Unit Employees into the Agreement.
- b) The Union further agrees that it will not seek to alter any existing bargaining units in any AT&T company on the basis of any movement or transfer of employees as a result of this Memorandum or the Agreement. Further, the Union will not, on the basis of this Memorandum or the Agreement, on the basis of the negotiations that preceded this Memorandum or the Agreement, or on the basis of any change in operations or practices, or assignments of work as a result of this Memorandum or the Agreement, in any pleading, petition, complaint, filing or proceeding before the National Labor Relations Board, an arbitrator or panel of arbitrators, or any court of competent jurisdiction, assert, claim, charge or allege that any companies are a single or joint employer or enterprise, alter egos, accretions or successors of one another, or that any bargaining units of said entities represented by or sought to be represented by SCT-3 are a single bargaining unit, or are or should be otherwise altered in their scope or composition. This commitment on the part of SCT-3 will survive the expiration of this Memorandum and the Agreement, unless and until such time as this commitment is terminated by the mutual written agreement of the Parties.

7. **Complete Agreement.** The Parties agree that this Memorandum and the Agreement set forth the full and complete agreement between the Union and the Company regarding the transfer of Unit Employees into positions in the Agreement as provided in Attachment 1. The Parties further agree that no additional bargaining will be required on these subjects, and that the Company and the Union hereby each mutually waive and release the other party from any statutory, common law, contractual or other claims that each may have against the other arising out of the subject matter of this Memorandum or the Agreement.

8. **Authority.** The Union represents that it is fully authorized under its Constitution and By-laws to negotiate and to execute this Memorandum and the Agreement on behalf of its membership, and further acknowledges and agrees that the Company has agreed to the terms set forth in this Memorandum and the Agreement in specific reliance upon such representation by the Union. The Agreement and this Memorandum are subject to ratification by the bargaining unit employees it covers.

9. **Duration of Memorandum.** This Memorandum shall expire on August 24, 2019, unless otherwise mutually agreed in writing by the Parties.

IN WITNESS WHEREOF, System Council T-3 of the International Brotherhood of Electrical Workers and DIRECTV LLC have caused this Memorandum to be executed by their respective representatives, duly authorized, as of the day and year first written below.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

Paul T. Wright
Chairman, System T-3
International Brotherhood of Electrical Workers

Randall S. White
Vice-President – Labor Relations

Date

Date

CURRENT TITLE	NEW TITLE
Administrative Support Assistant	Administrative Support Assistant
Field Coordinator	Office Coordinator
Field Operations Tech	Premises Technician
Installer	Premises Technician
Installation Tech	Premises Technician
Office Coordinator	Office Coordinator
Warehouse Assistant	Warehouse Assistant
Warehouse Associate	Warehouse Assistant

PREMISES TECHNICIAN

ZONE	A	B	C
START 0-6	\$563.50	\$512.00	\$445.50
07 - 12	\$591.00	\$544.00	\$478.50
13 - 18	\$619.50	\$577.50	\$514.00
19 - 24	\$649.50	\$613.50	\$552.00
25 - 30	\$681.50	\$651.50	\$593.00
31 - 36	\$714.50	\$692.00	\$637.00
37 - 42	\$749.00	\$735.00	\$684.50
43 - 48	\$785.50	\$780.50	\$735.50
49 - 54	\$824.00	\$829.50	\$790.00
55 - 60	\$864.00	\$881.00	\$848.50
61- 66	\$906.00	\$935.50	\$911.50
67- 72	\$950.00		
73- 78	\$996.00		
79- 84	\$1,044.50		

WAREHOUSE ASSISTANT

ZONE	A	B	C
START 0-6	\$538.50	\$490.50	\$420.00
07 - 12	\$553.00	\$507.50	\$439.00
13 - 18	\$568.00	\$525.50	\$459.00
19 - 24	\$583.00	\$544.00	\$479.50
25 - 30	\$598.50	\$563.00	\$501.50
31 - 36	\$614.50	\$583.00	\$524.00
37 - 42	\$631.00	\$603.50	\$548.00
43 - 48	\$648.00	\$624.50	\$572.50
49 - 54	\$665.50	\$646.50	\$598.50
55 - 60	\$683.00	\$669.00	\$625.50
61- 66	\$701.50	\$692.50	\$654.00
67- 72	\$720.50		
73- 78	\$739.50		
79- 84	\$759.50		

ADMINISTRATIVE SUPPORT ASSISTANT

ZONE	A	B	C
START 0-6	\$490.50	\$449.50	\$420.00
07 - 12	\$501.00	\$461.50	\$431.50
13 - 18	\$511.50	\$474.00	\$443.00
19 - 24	\$522.50	\$487.00	\$455.00
25 - 30	\$533.50	\$500.00	\$467.00
31 - 36	\$544.50	\$513.50	\$479.50
37 - 42	\$556.00	\$527.50	\$492.50
43 - 48	\$568.00	\$541.50	\$506.00
49 - 54	\$580.00	\$556.00	\$519.50
55 - 60	\$592.00	\$571.00	\$533.50
61- 66	\$605.00	\$586.50	\$548.00
67- 72	\$617.50		
73- 78	\$630.50		
79- 84	\$644.00		

OFFICE COORDINATOR

ZONE	A	B	C
START 0-6	\$538.50	\$500.00	\$420.00
07 - 12	\$553.50	\$516.50	\$439.00
13 - 18	\$569.00	\$533.50	\$459.00
19 - 24	\$584.50	\$551.50	\$479.50
25 - 30	\$601.00	\$569.50	\$501.50
31 - 36	\$617.50	\$588.50	\$524.00
37 - 42	\$635.00	\$608.00	\$548.00
43 - 48	\$652.50	\$628.00	\$572.50
49 - 54	\$670.50	\$649.00	\$598.50
55 - 60	\$689.00	\$670.50	\$625.50
61- 66	\$708.50	\$692.50	\$654.00
67- 72	\$728.00		
73- 78	\$748.00		
79- 84	\$769.00		

**MEMORANDUM OF AGREEMENT
BETWEEN
DIRECTV LLC (“Company”)
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL T-3 (“Union”)

SUCCESS SHARING PLAN**

Based on System council T-3 (“Union”) and DIRECTV LLC’s (“Company”) desire to have employees share in the success of AT&T Inc., (AT&T), the Company and the Union (“Parties”) agree to a Success Sharing Plan (SSP). Eligible employees may receive annual lump sum cash payments based on AT&T stock price appreciation and AT&T dividend rate.

A. Plan Components

1. Success Units

Employees will be awarded 150 success units at the beginning of each award year (October 3, 2016, October 2, 2017 and October 1, 2018). Those success units will only be valid for that award year and will not carryover to the next award year. A success unit is only used as a multiplier in the payout calculation and is not a share of stock nor has any other value.

2. Determining Award Value

Award Year	Beginning Award Value	Ending Award Value
2017 (October 3, 2016 to September 29, 2017)	October 3, 2016 closing AT&T stock price	September 29, 2017 closing AT&T stock price
2018 (October 2, 2017 to September 28, 2018)	October 2, 2017 closing AT&T stock price	September 28, 2018 closing AT&T stock price
2019 (October 1, 2018 to September 30, 2019)	October 1, 2018 closing AT&T stock price	September 30, 2019 closing AT&T stock price

The stock price used in establishing the award value will be the closing AT&T stock price on the New York Stock Exchange.

The award value will be adjusted proportionally to reflect any stock split.

3. Determining Dividend Rate Value

For Award Years 2017, 2018 and 2019, the payout will include a dividend rate value. This dividend rate value will be determined by adding each AT&T declared quarterly dividend during the award year (historically December, March, June, and September) and multiplying this total by 150 success units.

4. Payout

Employees will receive a total payout based on the difference between the ending award value and the beginning award value for the award year times 150 success units plus the dividend rate value. For example:

Stock Appreciation Value:

Beginning award value – October 3, 2016 closing AT&T stock price \$37.00
Ending award value – September 29, 2017 closing AT&T stock price \$42.00
Payout – $\$42 - \$37 = \$5 \times 150 \text{ success units} = \750.00

Dividend Rate Value:

December 2016 dividend	\$.48
March 2017 dividend	\$.48
June 2017 dividend	\$.48
September 2017 dividend	\$.48
Total Dividend	\$1.92

Payout - $\$1.92 \times 150 \text{ success units} = \288.00

Total Payout

$\$750.00 \text{ stock appreciation value} + \$288.00 \text{ dividend rate value} = \$1,038.00$

Payment of the award will be made as soon as practicable after the award year and will normally occur the payday of the last full pay period in November.

B. Eligibility

Employees eligible for payouts as described above are those regular, temporary and term employees who are on the payroll on both the beginning and ending dates of the award year and who work for a minimum of three (3) months within the award year in a position covered by this Collective Bargaining Agreement. Eligible employees who are on approved leaves of absence or short-term disability absence and meet the other eligibility requirements on the ending date of the award year shall receive a payout, provided they return to duty on or before December 31 of the year in which the payout is made.

An eligible employee who transfers between AT&T Companies participating in the SSP will be eligible to receive a payout under the terms of the SSP applicable to the employee's current bargaining unit at the time of a payout, so long as the combined service in both AT&T Companies satisfies the above eligibility provisions.

C. Part-Time Employees

Eligible part-time employees will receive prorated payouts based on their part-time classification (or “part-time equivalent work week”) on the ending date of the award year.

D. Benefits Treatment

SSP payments will be recognized as eligible compensation under the following benefit plans:

- Medical
- Life Insurance
- Pension
- Savings Plan

E. 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. Union dues will be deducted at the same rate as they are deducted for wages. Employees with 401(k) pre-tax elections will not have State or Federal Income Taxes deducted from that portion.

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

F. Dispute Resolution

Company determination under this plan shall be final and binding. The Union may present grievances relating to matters covered by the SSP, but neither the plan nor its administration shall be subject to arbitration.

This Memorandum of Agreement will remain in effect through the term of the 2016 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

Paul T. Wright
Chairman, System T-3
International Brotherhood of Electrical Workers

Randall S. White
Vice-President – Labor Relations

Date

Date

MEMORANDUM OF AGREEMENT

GUARANTEED PERSONAL TIME OFF

The Company is sensitive to our employees’ personal responsibilities and in an effort to accommodate employees in this area, the Company and the Union have mutually agreed to the following provisions regarding an employee’s guaranteed unscheduled time off.

An employee will be allowed, on request, to take off one (1) of his or her single days (Floating Holiday, Personal Day Off or a day-at-a-time Vacation Day) per year except during the months of July, August or September. This day may be taken in half (½) day increments. One (1) person per work group, per day, (for work groups of less than 100 employees) or 1 person per 100 employees (for work groups larger than 100 employees), will be allowed off unless otherwise mutually agreed locally. Eligibility requirements for Personal Days Off and day-at-a-time Vacation are set forth in Article 15 [Time Off] of the 2016 Collective Bargaining Agreement.

The time off identified above may not be taken on a Company Recognized Holiday or in work groups smaller than fifteen (15) employees, and may only be utilized Monday through Friday.

This Memorandum of Agreement will remain in effect through the term of the 2016 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

Paul T. Wright
Chairman, System T-3
International Brotherhood of Electrical Workers

Randall S. White
Vice-President – Labor Relations

Date

Date

MEMORANDUM OF AGREEMENT
REGARDING
GUARANTEED WEEKEND OFF

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

The Company agrees that employees in the Premises Technician job title, in work groups of fifteen (15) or more, will be guaranteed one (1) weekend off per month. This requirement shall not pertain in cases of emergency or when an employee agrees to overtime assignments in excess of this limitation.

This Memorandum of Agreement will remain in effect through the term of the 2016 Collective Bargaining Agreement between the parties.

AGREED:

FOR THE UNION:

FOR THE COMPANY:

Paul T. Wright
Chairman, System T-3
International Brotherhood of Electrical Workers

Randall S. White
Vice-President – Labor Relations

Date

Date

XXXX, XX, 2016

Paul T. Wright
Chairman, System Council T-3
1307 Butterfield Rd.
Suite 422
Downers Grove, IL 60515

Re: Arbitrator Selection

Dear Mr. Wright,

This letter confirms the understanding reached by the Company and the Union during the 2016 bargaining between IBEW System Council T-3 ("Union") and DIRECTV LLC ("Company") for a new collective bargaining agreement ("DIRECTV CBA").

In Article 13.18 [Problem Resolution Procedures], the Agreement provides:

"Within seven (7) working days of the Company's receipt of the Union's request for arbitration, the Parties will select an arbitrator by alternately striking names from a randomly assigned "panel" of arbitrators. The method for determining which party will strike first shall be by flip of a coin. There will be thirty (30) such panels each consisting of seven (7) arbitrators who are members of the National Academy of Arbitrators and who have been selected to serve on a panel. The panels will be created by both Company and Union each submitting one hundred and five (105) names. The Company and Union will make blind selections from the pool. The first seven (7) names will comprise Panel 1, and so on for each subsequent panel until all two hundred and ten (210) names are used. In the event an arbitrator is selected from each of thirty (30) panels, the 210 names will be reordered in a random manner for the creation of thirty (30) new panels. The selected arbitrator shall conduct an appropriate hearing concerning the grievance, and render a decision, thereby resolving the grievance. The number of panels provided for in this paragraph may be increased by mutual agreement."

This language is identical to language in the 2013 Collective Bargaining Agreement between the Union and AT&T Midwest, et al. ("AT&T Midwest CBA"). It is the intent of the parties that the above-cited language is not intended to result in the separate selection of panels. Instead, the parties intend to use AT&T Midwest CBA arbitration panels for grievances arising under the DIRECTV CBA, even if the AT&T Midwest CBA language changes. Panels will be assigned to grievances under both contracts as if they all arose under the AT&T Midwest CBA.

This Letter of Agreement will remain in effect through the term of this Agreement.

Sincerely,

Ellery H. Hunter
Director - Labor Relations

XXXX, XX 2016

Mr. Paul T. Wright
Chairman, System Council T-3
1307 Butterfield Rd. Suite 422
Downers Grove, IL 60515

Dear Mr. Wright:

Re: Surplus of Premises Technicians

This letter confirms the understanding reached by the Company and the Union during the 2016 bargaining between IBEW System Council T-3 (“Union”) and DIRECTV LLC (“Company”) for a new collective bargaining agreement (“DIRECTV CBA”) regarding the surplus of Premises Technicians.

The Company agrees to meet with the Union following contract ratification to discuss the opportunity for Premises Technicians, in the event they are notified that they are designated for layoff, to be matched to available positions within the Agreement for which they are qualified prior to hiring employees off the street.

Sincerely,

Ellery H. Hunter
Director - Labor Relations