

MEMORANDUM OF AGREEMENT
RE ASSUMPTION OF LABOR CONTRACTS

This Agreement is entered into by and among DIRECTV Entertainment Holdings, LLC, AT&T Services, Inc. and certain named affiliates (“Contributor”), and Communications Workers of America, AFL-CIO (“Union”) (Contributor, DIRECTV, and Union are referred to collectively as “Parties”). “DIRECTV” refers to DIRECTV Entertainment Holdings, LLC, or one of its subsidiaries, as applicable.

- A. Contributor and TPG VIII Merlin Investment Holdings, L.P. (“Investor”) have signed an Agreement of Contribution and Subscription (“Contribution Agreement”) under which Contributor has agreed to contribute certain corporate entities and assets and Investor will invest agreed amounts to an autonomous joint venture, DIRECTV, that will be created upon the closing of the Contribution Agreement (“Closing”), after which Contributor and Investor will hold defined interests in DIRECTV.
- B. Certain employees of Contributor who will become employees of DIRECTV under the terms of the Contribution Agreement are represented for purposes of collective bargaining by Union (“Represented Employees”). The Represented Employees are covered by several collective bargaining agreements that the Contributor and Investor have agreed that DIRECTV will assume. The Closing is expected to occur in early August 2021, but the actual Closing, if it occurs, may be earlier or later than that.

In consideration of the parties’ respective commitments in this Agreement, the parties agree as follows.

- 1. Pursuant to Section 6.9(c) of the Contribution Agreement, effective upon the Closing, DIRECTV will recognize the Union as the exclusive collective bargaining representative of the Represented Employees.
- 2. Pursuant to Section 6.9(c) of the Contribution Agreement, effective upon the Closing, DIRECTV agrees to assume and abide by the terms of the collective bargaining agreements (“CBAs”), subject to any modifications that may be agreed to between DIRECTV and the Union, and subject further to any of the Contributor’s rights set forth in the CBAs. In that event, DIRECTV will be the new employer and DIRECTV’s name will be inserted in all provisions of the CBAs that identify Contributor or a Contributor-affiliated entity as the employer.
- 3. Nothing in this Agreement supersedes any of the terms or provisions of the Contribution Agreement, including Section 6.9(c) of the Contribution Agreement.
- 4. Each Party represents that its representatives who have signed below have full authority to bind that Party to its commitments in this Agreement, and that there are no conditions to the effectiveness of this Agreement other than the signature of such representatives.

The Parties have signed below to confirm their respective agreements as set forth above.

AT&T Services, Inc.
(“CONTRIBUTOR”)



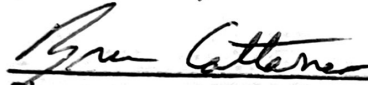
Date 08/09/2021

Signature

Steve Frost AVP Labor Relations

Printed Name and Title

DIRECTV Entertainment Holdings, LLC
("DIRECTV")



Signature

Date August 9, 2021

Brian Cattaneo Director Labor Relations
Printed Name and Title

Communications Workers of America, AFL-CIO
("UNION")

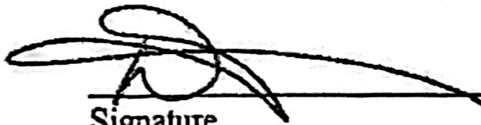


Signature

Sylvia J. Ramos
Assistant to the Vice President - District 6

Printed Name and Title

Date: August 3, 2021

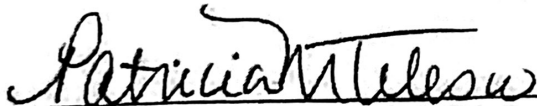


Signature

Domonique Thomas
Assistant to the Vice President - District 9

Printed Name and Title

Date: August 3, 2021



Signature

Pat Telesco
Area Director - District 1

Printed Name and Title

Date: August 3, 2021

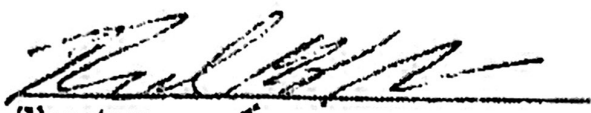


Signature

Angela Wells
Administrative Director - District 3

Printed Name and Title

Date: August 3, 2021

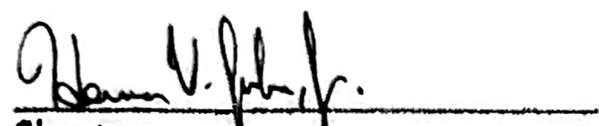


Signature

Date: August 3, 2021

Ron Gay, Jr.
Staff Representative - District 4

Printed Name and Title

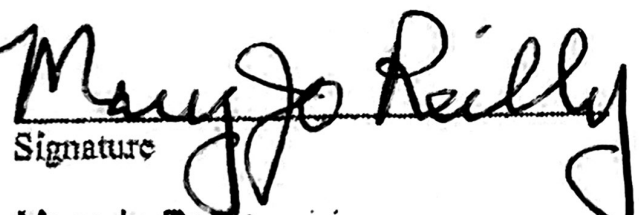


Signature

Date: August 3, 2021

Herman Junkin, Jr.
Staff Representative - District 3

Printed Name and Title



Signature

Date: August 3, 2021

Mary Jo Reilly
Staff Representative - T&T

Printed Name and Title



March 24, 2020

TO: AT&T SW Local Presidents

FROM: Sylvia J. Ramos, Assistant to the Vice President

SUBJECT: COVID-19 AT&T U.S. Cash Award Program

I am very pleased to share the attached agreement that was reached today by Vice President Cummings providing for a cash award for attendance during a period of exceptional challenges arising from the COVID-19 pandemic.

The District leadership continues to do all it can for our valued members out on the front lines of this pandemic and will work tirelessly to ensure they are rewarded for their extraordinary efforts.

Should you have any questions, please contact your CWA Representative.

SJR/sv
opelu#13

Attachment

c: Claude Cummings, Jr.

District 6 Administrative Staff

District 6 CWA Representatives

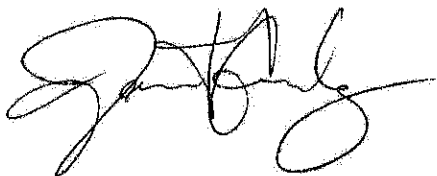
This Agreement between Southwestern Bell Telephone Company, AT&T Services, Inc and DIRECTV, LLC (collectively referred to as the "Company") and the Communications Workers of America (the "Union") (collectively "Parties") outlines the understandings reached by the Parties regarding cash award payments for attendance for eligible employees covered by the 2017 SW Labor Agreements ("CBA") during the special circumstances of the COVID-19 Pandemic. For purposes of this Agreement we will refer to the program as the COVID-19 AT&T U.S. Cash Award Program ("Cash Award Program" or "CAP"). This Agreement provides for a cash award for attendance during a period of exceptional challenges arising from the COVID-19 Pandemic.

COVID – 19 AT&T U.S. Cash Award Program

1. The Parties agree that the COVID-19 Pandemic has created workforce issues due to social distancing efforts, shelter-in-place orders, and general efforts to avoid the spread of the virus for the public good. The Parties further understand that the Company is an essential business that is instrumental in efforts to promote the operation of the economy, support healthcare and emergency services efforts, and inform the public of critical developments through its communications and media businesses. The Parties therefore agree to allow the Company to institute a Cash Award Program to recognize employees who perform work during this challenging time to help customers stay connected to important resources.
2. Participation includes all titles covered by the CBA.
3. The CAP will be effective on the day following the execution of this Agreement. The Company may cancel the Agreement upon written notice, although the Parties intend to allow the CAP to remain in place as necessary to allow the Company to fulfill its essential public function.
4. The cash award provided by the CAP ("Cash Award") will be the equivalent of twenty percent (20%) of pay at the regular rate for hours actually worked by covered employees, subject to the following terms:
 - a. The Cash Award does not constitute wages, but will be paid in a lump sum in the same paycheck as the hours worked that resulted in a Cash Award payment - it will be noted on the paycheck as "Cash Awd – Non Disc (FLSA)";
 - b. While the Cash Award is not wages, the Company will include an additional amount in the lump sum Cash Award payment to compensate employees for overtime worked as if the Cash Award were included in the regular rate for the straight time hours upon which the Cash Award was based in order to comply with any federal, state or local wage and hour laws;
 - c. The Cash Award will be taxed at a flat rate and will not contribute to or be eligible for pension, savings, or life insurance;
 - d. Because the Cash Award does not constitute wages, the Parties agree that its payment shall not impact or be impacted by any other provisions of the contract that would normally affect or be affected by wages or wage rates, including but not limited to provisions for differentials, holidays worked, etc.;
 - e. Because the Cash Award is designed to encourage employees to work, it shall not apply to any time not actually spent working for the Company, including but not limited to paid hours not worked, illness absence, leaves, vacations, COVID-19 benefits, etc.;

- f. The rate of pay for calculating the Cash Award shall be the rate of pay applicable on the last day of the pay period during which the hours upon which the Cash Award was based were worked;
 - g. The CAP will apply regardless of the location(s) where the employee performed work during the applicable hours.
5. The Parties agree that the Company may implement additional incentives designed to recognize employees for the performance of work during the COVID-19 event specific to its various business units in accordance with the needs of the business during the period in which this Agreement is in effect.
6. The Parties understand and agree that the CAP is a joint effort to address the exigent circumstances presented by the COVID-19 Pandemic. They do not intend this cooperative effort to set any precedent concerning incentives or the duty to bargain cash awards or other incentives and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.

CONCUR:



Assistant Vice President
SW Labor Relations

3/24/20

Date



Vice President
Communications Workers of America- District 6

3/24/20

Date

CWA

DISTRICT 6

March 19, 2020

TO: Local Presidents (ATT)

FROM: Claude Cummings Jr., Vice President - D6

SUBJECT: [ATT - COVID-19 - Flexible Workplace Agreement \(March 19, 2020\)](#)

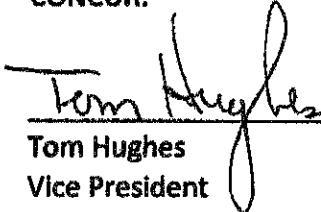
This agreement between Southwestern Bell Telephone Company, AT&T Services, Inc., and DIRECTV, LLC (collectively referred to as the "Company") and the Communications Workers of America (the Union) outlines the understanding reached by the parties regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for employees covered by the 2017 Southwest Labor Agreements during the special circumstances of the COVID-19 Pandemic. For purposes of this agreement we will refer to the program as the COVID-19 AT&T U.S. Flexible workplace program. This agreement will allow approved, bargained for employees to perform work functions from their homes.

COVID – 19 AT&T U.S. Flexible Workplace Program Temporary and Limited Participation

1. Participation will be at the discretion of management and is entirely voluntary on behalf of the employee. The parties understand that the option may not be available to all employees in an organization or a center nor be available at the same time.
2. The COVID-19 AT&T U.S. Flexible Workplace Program will be effective immediately upon the signing of this agreement for an initial period of 90 days, except that, the Company reserves the unilateral right to cancel the agreement with a seven-day notice. The Company and the Union will enter into discussions regarding the extension of the program 14 days prior to any expiration of the agreement if it is the desire of either party for it to be extended.
3. The Company may revoke or suspend, or the individual may suspend, individual employee participation in the COVID-19 AT&T U.S. Flexible Workplace Program at any time.
4. Participation in the COVID-19 AT&T U.S. Flexible Workplace Program may be revoked if the employee engages in any violation of company policies, procedures or any COBC violation.
5. An employee volunteering to participate in the COVID-19 AT&T U.S. Flexible Workplace Program will be expected to have the specific services and / or equipment at the employee's home location. Some of this equipment may or may not be provided by the Company. Individual business units may provide more or less equipment based upon availability. In no case shall the Company or employee be required to purchase new equipment. All employees will be advised of what equipment their specific business unit will provide and what they will be expected to provide prior to volunteering to participate in the COVID-19 AT&T U.S. Flexible Workplace Program. Examples of typical services and equipment are:
 - a. High speed internet service sufficient to support business requirements
 - b. Voice solution suitable for business interaction
 - c. Computing device (i.e. laptop, desktop, Hosted Virtual Desktop, monitor, etc.)
 - d. VPN access and a SecurID
6. At its discretion the Company may provide the necessary computer equipment to the employee. All Company provided equipment is to be used solely for Company business and only properly authorized persons may use Company provided equipment. Personal use of the Company provided equipment is absolutely prohibited.
7. Employees are required to log off from all Company systems and tools at the end of their tour.
8. Employees are to ensure the Company equipment, systems and information is protected from theft and unauthorized access (children, spouse, etc.) at all times as it may contain confidential, proprietary and / or access to sensitive personal information.

9. Employees must safeguard all system access (passwords, tokens, etc.) in accordance with Company policies.
10. If damage to the Company's equipment is due to an unforeseen circumstance no disciplinary action will be taken. Removal from the program for this or any other reason will not be considered disciplinary action.
11. Productivity impacts due to slow home Internet service or any other reason will not result in disciplinary action but may result in removal from the program.
12. Employees will be expected to work their scheduled tours unless otherwise directed by management. All schedule changes will follow the provisions of the 2017 Southwest Labor Agreements.
13. Nothing that violates Company policy, or the AT&T Code of Business Conduct may be done or stored on the Company provided equipment.
14. Participants in AT&T U.S. Flexible Workplace Program - COVID19 must acknowledge rules and requirements associated with this program and successfully complete all assigned training related to this program.
15. The parties understand and agree that this AT&T U.S. Flexible Workplace Program is a joint effort to address the exigent circumstances presented by the COVID-19 pandemic. They do not intend this cooperative effort to set any precedent concerning "work from home" or teleworking and agree not to use this Agreement for any purpose or in any proceeding other than as evidence to resolve disputes over the application of this Agreement.


CONCUR:



Tom Hughes
Vice President
Labor Relations

3/18/2020

Date



Claude Cummings
Vice-President- District 6
Communications Workers of America

3/18/20

Date