

**MEMORANDUM OF AGREEMENT REGARDING  
DIRECTV U.S. FLEXIBLE WORKPLACE PROGRAM**

This agreement between DIRECTV LLC; DIRECTV Customer Services, LLC; and DIRECTV PUERTO RICO, LTD. (hereinafter and collectively referred to as the "Company" or "Management") and, all Districts of the Communications Workers of America (hereinafter the "Union") outlines the understanding reached by the parties regarding temporary and limited participation in the DIRECTV U.S. Flexible Workplace Program for all DIRECTV employees who normally report to work at a Company location (hereinafter "employee" or "employees") covered by the regional labor agreements defined in Appendix A. For purposes of this agreement, we will refer to the program as the DIRECTV U.S. Flexible Workplace Program. This agreement will allow approved bargaining unit employees to perform work functions from their homes.

The Union further agrees that any action taken by the Company regarding this agreement shall not be viewed, argued, or deemed as a waiver by the Company relating to any articles or provisions under the relevant regional labor agreements, including but not limited to the Company's management rights, basis of compensation or safety provisions contained therein.

1. Participation in the DIRECTV U.S. Flexible Workplace Program ("Program") 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 Program will continue immediately upon the signing of this agreement until January 31, 2023, except that, the Company reserves the unilateral right to cancel the agreement with a thirty day written notice to the Union. The Company and the Union will enter into discussions regarding the extension of the program no fewer than 60 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 any employee's participation in the Program at any time for any lawful reason, including but not limited to any violation of Company policies, procedures, or any DIRECTV Our Code Of Conduct violation. All DIRECTV policies and procedures, including the DIRECTV Our Code of Conduct, will continue to apply to employees participating in the Program. However, an employee who is working at home under the Program may not be disciplined or removed from the Program for having CWA or AFL-CIO insignia in their home and visible on a webcam.
4. The individual may suspend individual employee participation in the Program

at any time.

5. The Company, while endeavoring to give as much notice as possible, with a minimum of 24 hours' notice, may direct any employee(s) participating in the Program to report to a Company work location for any purpose, including but not limited to regular training, development, etc. Such assignment(s) will be for one or more full tours.
6. An employee volunteering to participate in the Program will be expected to have 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 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  
Computing device (i.e., laptop, desktop, Hosted Virtual Desktop, monitor, etc.)
  - c) VPN access and a SecurID
  - d) Webcams
7. 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. Employees must safeguard all system access (passwords, tokens, etc.) in accordance with Company policies.
8. Employees are required to log off from all Company systems and tools at the end of their tour in accordance with the Company's Fair Labor Standards Act (FLSA) Basics Policy.
9. 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.
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 applicable regional labor agreements.
13. Nothing that violates Company policy, or the DIRECTV Our Code Of Conduct may be done or stored on the Company provided equipment.
14. All provisions of the applicable regional labor agreements not specifically modified by the Agreement will continue to apply to employees who participate in this Program.
15. Participants in the Program must acknowledge (or have acknowledged) all rules and requirements associated with this Program and successfully complete all assigned training related to this Program or otherwise set forth by the Company in the normal course of business.
16. The parties understand and agree that this 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:

  
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Brian Cattaneo  
Director – Labor Relations  
DIRECTV

  
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Sylvia J. Ramos  
Assistant to the Vice President  
CWA District 6  
Communications Workers of America

September 3, 2021

Date

September 3, 2021

Date

**APPENDIX A TO  
MEMORANDUM OF AGREEMENT REGARDING  
DIRECTV U.S. FLEXIBLE WORKPLACE PROGRAM**

This Agreement applies to DIRECTV employees in the job titles within the Labor Agreements/Appendices listed below:

- 2019 National Internet Contract between Communications Workers of America and AT&T Services, Inc.
- 2017 Labor Agreements between AT&T Southwest and Communications Workers of America, Southwestern Bell Telephone Company, AT&T Services, Inc., DIRECTV, LLC, Appendix J
- 2017 Regional Labor Agreement between Communications Workers of America and AT&T Mobility Services, LLC, AT&T Customer Services, Inc.
- 2018 Agreement between AT&T Midwest and Communications Workers of America District 4, Appendix F
- 2018 Regional Labor Agreement between Communications Workers of America District 3 and AT&T Mobility Services LLC, AT&T Customer Services, Inc.
- 2018 Agreement by and between certain business operation units and divisions of AT&T Corp. and Communications Workers of America, Appendix A
- 2019 Agreement between Communications Workers of America and BellSouth Telecommunications, LLC, Network Addendum
- 2019 Labor Agreement between Communications Workers of America District 3 – Puerto Rico and AT&T Mobility Puerto Rico, Inc.
- 2020 Contract between Communications Workers of America and AT&T Pacific Bell Telephone Company, Nevada Bell Telephone Company, AT&T Services, Inc., AT&T Billing Southwest, LLC, DIRECTV, LLC, Appendix E
- 2020 Regional Labor Agreement between Communications Workers of America District 6 and AT&T Mobility Service LLC, AT&T Customer Services, Inc.