## MEMORANDUM OF AGREEMENT

## **EMPLOYEE-INITIATED SCHEDULE CHANGES**

This Memorandum of Agreement (MOA) is entered into as July 24, 2023 between Communications Workers of America (hereinafter "CWA" or "Union") and DIRECTV Customer Services, LLC (referred to as the "Company" or "Management") for the 2022 DIRECTV Care Labor Agreement and the employees in that bargaining unit.

This MOA outlines the understanding reached by the CWA and the Company regarding employee-initiated requests to change their work schedules within the workweek. This MOA will be implemented for centers in CWA Districts 1, 2-13, 4, 7 and 9 covered by the 2022 DIRECTV Care Labor Agreement effective August 7, 2023.

- 1. The Company agrees to implement the Company developed process designed to ensure employee-initiated requests to change their work schedules (including but not limited to Exchange Time) within the workweek will not result in daily overtime pay.
- 2. When Exchange Time or any employee requested in-week schedule changes (e.g., Life Happens) results in such employee working more than eight (8) hours in a day, only the exchange time or other employee requested in-week schedule changes will be excluded from the daily one and one-half (1½) times rate of pay overtime calculation.
- 3. Any items from the 2022 DIRECTV Care Labor Agreement that are excluded from overtime after eight (8) consecutive hours in a workday remain excluded under this MOA.
- 4. Any employee with five (5) or more active attendance points as of July 24, 2023 shall have a one-time reduction of one (1) attendance point. Any employee with six (6) or more active attendance points as of July 24, 2023 shall have a one-time reduction of four (4) attendance points.
  - a. This adjustment will be made to the oldest active attendance event (or oldest events if more than one event is needed to total one (1) full point).
  - b. This adjustment will not be made to any employees who are not active on the payroll in a job title covered by the 2022 Care Labor Agreement on the date of this MOA.
  - c. The Company will continue to follow the Disciplinary Process outlined under the DIRECTV Call Center Attendance Guidelines and disciplinary action may be imposed based on an employee's adjusted active point total.

Provisions of this MOA shall not be subject to the grievance procedures set forth in Article 7, Grievance Procedure, of the 2022 DIRECTV Care Labor Agreement.

Grievance number DTV-7250-22-21 will be withdrawn by the Union effective upon the signing of this MOA.

This Memorandum of Agreement will remain in effect through the term of the 2022 Collective Bargaining Agreement between the Parties.

COMMUNICATIONS WORKERS OF AMERICA DIRECTV Customer Services, LLC

Pat Telesco Area Director CWA District 1 Date: 7/24/2023	Brian Cattaneo Senior Director, Labor Relations DIRECTV  Date: July 24, 2023
Shannon Fink Staff Representative CWA District 2-13	
Date: 7/24/2023  Stanne M Stewart  Jeanne Stewart Staff Representative CWA District 7	

Date: \_\_\_\_ 7/24/2023