

Contract Language Review – Work From Home Protections

Contracts

- *AT&T Mobility Multi (Orange) 2022 CBA (p. 83) (Identical to: AT&T Mobility (Black) 2023 CBA (p. 77))*
- *Beneficial State Bank 2021 CBA (p. 17-18)*
- *Canadian Broadcasting Company 2019 CBA (p. 242)*
- *Concerted Action 2023 CBA (p. 13-42)*
- *Every Action 2022 CBA (p. 4-19)*
- *Frontier MN CBA 2022 (p. 105-106)*
- *Frontier TX (WAH) 2020 CBA (p. 18-20)*
- *Lumen D7 (Legacy Qwest) 2023 CBA (p. 16-181)*
- *stac labs 2022 CBA (p. 6-21)*
- *Verizon MidAtl 2022 MOU (p. 2-8) (Identical to: Verizon NYNE 2023 MOU – Section 5 (p. 2-12))*

Overview

The selected contracts above contain include the following provisions to protect job quality for work from home employees under an agreement:

1. Establish requirements for the company to provide or reimburse for equipment and services necessary to work from home

The AT&T Mobility CBAs and Verizon MOUs establish a monthly stipend for internet services. The Frontier MN CBA establishes that the company will reimburse or provide internet if the employee is required to use Company provided High Speed Internet. The Canadian Broadcasting Company and stac labs establish a monthly allowance, and Concerted Action establishes a yearly allowance for costs associated with remote work. The Beneficial State Bank CBA specifies special equipment needed to maintain an ergonomically correct workstation will be provided.

2. Define limitations and guidelines on the use of monitoring tools and practices used in WFH settings

The AT&T Mobility CBAs define restrictions on the use of web cameras and guidelines for clean desk inspections, stating that web cameras will not be used for surveillance. Every Action stipulates that cameras will not be used for employee monitoring. stac labs protects workers rights to turn off cameras. The Verizon MOUs require the company to provide associates with 15 minutes notice before they are required to use their webcam, and state that web cameras will not be used for surveillance.

The Frontier MN CBA requires that supervisors of work from home employees will use the same monitoring tools as are used in “brick and mortar” call centers. stac labs requires employers to notify employees before installing Device Management Systems.

3. **Update union activity procedures to improve access to representation in the “virtual” work environment**

Online Union Bulletin Boards and Digital Communication with Members: Many agreements require that work from home employees have access to virtual union bulletin boards. Under the AT&T Mobility CBAs the company is required to send employees a link to the bulletin board. Postings do not require signatures under The Lumen D7 (Legacy Qwest) CBA. Under the Concerted Action, Every Action and stac labs CBAs the company will provide the union with their own communication channel on software used by the company.

Union Orientations and Union Meetings: The Verizon MOUs lay out how union orientation time will be fulfilled for remote associates. The Canadian Broadcasting Company CBA requires the company to grant employees travel time with pay to attend union membership meetings or ratification votes. The Concerted Action CBA allows employees to flex schedules to attend union meetings and make their company communications technology available for union meetings four times per year. The stac labs CBA provides employees with one paid hour off to attend union business per quarter.

Investigatory or Disciplinary Meetings: The Frontier TX CBA and Verizon MOUs define the minimum notice employees must receive when they are required to report in person for investigatory or disciplinary meetings, or to act as a union representative.

Local Affiliation: The Lumen D7 (Legacy Qwest) CBA, and Verizon MOUs establish protections to preserve an employee’s local union affiliation when positions are re-designated or normal reporting location changes.

4. **Establish guidelines protecting members’s pay, performance metrics, and schedule as a result of power outages, internet outages, or other temporary disruptions in service.**

Under the AT&T Mobility CBAs, time lost due to AT&T systems outages is paid and time lost due to power or internet outage is not “point impacting,” meaning it will not count toward management’s tracking of unscheduled absences for discipline or dismissal purposes. Under the Frontier MN CBA, time lost to equipment failure is paid and employees will not be disciplined for “absences,” due to conditions preventing them from working in their home, when no alternate company location is made available. The Lumen D7 (Legacy Qwest) CBA establishes if the disruption is due to company provided equipment, or outage on a macro level, the employee will receive business disruption pay. The Verizon MOUs state that associates will not suffer loss of pay if the inability to work from home is beyond the associate’s control.

The AT&T Mobility, Concerted Action, Frontier MN, and Lumen (Legacy Qwest) CBAs establish options for employees to address missed work due to equipment failures or outages, including flexing their work schedules, or coding this lost time as PTO, vacation time, personal time, unpaid excused time.

Selected Contract Language Examples

Note: Not all language from each agreement is included below. Please see the underlying bargaining document listed above for all applicable contract language.

1. Equipment and services provided or covered by the company for work from home employees, including reimbursement for internet or necessary equipment

AT&T Mobility Multi (Orange) 2022 CBA– Section 1 (p. 83) and AT&T Mobility (Black) 2023 CBA – Section 1 (p. 77)

The Company will pay a fifty-five (\$55) dollars per month high-speed internet stipend applicable to each permanent, full-time work from home employee in the Premier Service Consultant WFH and Client Service Specialist WFH titles. Employees in states where reimbursement is required by state law the employee will get the higher of the two.

Beneficial State Bank 2021 CBA – Article 30.3, Section B (p.17)

Telecommuting employees are responsible for designating and maintaining a workplace that is free from recognized hazards and that complies with all occupational safety and health standards, rules, and regulations. **This includes setting up and maintaining an ergonomically correct workstation with any specialized equipment needed provided by the bank.**

Beneficial State Bank 2021 CBA – Article 30.3, Section C (p.17-18)

The Bank provides telecommuting employees with the equipment to be used in their home office or remote office. The Bank will be responsible for the configuration, maintenance, and remote work support of all Bank-owned and Bank leased telecommuting equipment and peripherals... Bank equipment may need to be returned to the office, as in the case of major upgrades or equipment failures. In situations like these, loaned equipment may be provided during the interim repair period. **The Bank will pay for all shipping and return shipping costs of equipment provided... The Bank will provide or reimburse costs for necessary office supplies.**

Concerted Action 2023 CBA – Article 21, Section 5 (p. 39-40)

Employees will be provided with an initial Technology Reimbursement and an annual Home Office Reimbursement for use toward improving and outfitting a remote workplace.

Upon hire, employees will be eligible for an initial Technology Reimbursement of up to \$1200 to reimburse the expense of purchasing a computer or laptop, and \$400 /year in Home Office Reimbursement to use toward their own home office equipment, furniture, or materials.

Remote workplace equipment includes but is not limited to external monitors, external keyboards, office chairs, computer microphones, webcams, office desks, and computer mice. **At the employee's discretion, the annual Home Office Reimbursement may also be applied to the purchase of a computer or laptop or to the cost of home wi-fi service.**

Every Action 2022 CBA – Article 31 (p. 19)

The Company shall provide the equipment needed to perform an employee's job duties from a remote location. **If an employee requires additional equipment to perform their job duties, the employee may request the additional equipment from their manager. Requests for additional equipment that is required to perform the employee's job duties shall not be unreasonably denied.**

stac labs 2022 CBA – Article XXI, Section 21.7 (p. 20)

- (a) The Employer shall furnish all necessary equipment/software for employees to effectively do their jobs.
- (b) Employees may use up to \$2,500, or a reasonable cost approved by management to cover the replacement of damaged or outdated equipment, at least every three years for a new work computer and accessories.**
- (c) Employees may use up to \$500 per month for expenses related to remote office work,** such as approved technology, coworking spaces,, or Internet. Approval of such expenses shall be equitable between all teams and employees.
- (d) Employees may expense up to \$25 for each virtual stac labs coordinated bi-weekly lunch meeting** that they attend with other stac employees.

Verizon MidAtl 2022 MOU – Section 3 (p. 2-3) and Verizon NYNE 2023 MOU – Section 3 (p. 3-4)

The Company will bear the cost of providing a Verizon computer with agent image, thin client, dual monitors, keyboard, webcam, secure router, surge protector, headset, and a mouse... **The Company will provide associates with a one-time reimbursement of up to three hundred dollars (\$300) toward the purchase of an office desk and/or chair, reimbursable after the associate provides proof of purchase.**

2. Guidelines for the implementation of Work From Home monitoring tools and practices, including notice and limitations for web camera use

AT&T Mobility Multi (Orange) 2022 CBA – Section 3 (p. 83) and AT&T Mobility (Black) 2023 CBA – Section 3 and 3.a (p. 77)

Web cameras may be used for training, coaching/feedback sessions, skill transfer sessions, team calls, virtual face-to face meetings, clean desk inspections, recognition and disciplinary discussions. **Web cameras will not be used for surveillance. Employees will not be asked to show a 360-degree view of the room in which they are working.**

- a. **Clean desk inspections are limited to the employee’s desk area and cover:**
 - (1) Employee workstation being free and clear of pen and paper/notebooks and employee is not taking handwritten notes.
 - (2) Employee workstation is free and clear of personal devices, e.g., mobile phones, e-Readers, electronics, gaming devices, tablets, laptops, and Bluetooth devices.
 - (3) Employee is working in a private area: e.g., area is isolated to avoid another person in the room/background or noises/sounds (pets, etc.) that can impact/disrupt the customer experience or have access to customer information.

Every Action 2022 CBA Article 31 (p. 19)

Cameras, if installed on Company computers or equipment, will not be used for monitoring employees.

Frontier MN CBA 2022 – Section 9.A (p. 106)

Supervisors will use the same methods and tools as are used in "brick and mortar" Call Center operations to monitor and evaluate employee performance.

stac labs 2022 CBA – Article XI, Section 11.6 (p. 7)

Employees work remotely and over video meetings. The standard expectation is that cameras will be on. **However, we understand that in a remote setting, sometimes people get zoom fatigue, need to move around, etc. and will accept when people need to turn them off.**

stac labs 2022 CBA – Article XXII (p. 21)

The Employer may require Employees to install Device Management Systems (DMS) on employer provided work devices only. **If the Employer desires to use a DMS for any matter of security, monitoring, or management of work devices, the Employer must notify the employee before doing so.** Except in cases of emergency or where Employer has

reasonable justification to suspect egregious conduct by an Employee and has reason to remove an employee's access, they may do so immediately but must also immediately notify the affected employee. **Employees have the right to request the consultation of the Steward regarding any use of the DMS that occurs. (pg 21)**

Verizon MidAtl 2022 MOU – Section 4 (p. 3) and Verizon NYNE 2023 MOU – Section 4 (p. 5)

Associates will be required to: (i) be logged into the Company's instant messaging system during all work hours, and (ii) use webcam to participate in meetings, training, development, and other work-related activities, as necessary. **Associates will be provided with at least 15 minutes notice when they are required to use the webcam. The provided webcam will not be used for the purposes of surveillance. When a webcam is not in use, the webcam may be covered or deactivated by the associate.** Supervisors will contact the associate at home for work-related matters, including but not limited to, coaching, observation, feedback, and attendance.

3. Union rights to access Work From Home employees, company obligations to fulfill their side of union and company relationship via means, such as virtual, to accommodate Work From Home employees

Online Union Bulletin Boards and Digital Communication with Members:

AT&T Mobility Multi (Orange) 2022 CBA – Section 2 (p. 83) and AT&T Mobility (Black) 2023 CBA – Section 2 (p. 77)

The company will email employees a link for access to an electronic bulletin board provided by the Union.

Concerted Action 2023 CBA – Article 6, Section 4, (p. 14)

The Employer agrees to provide **an accessible information center for Employee** notices and other information relevant to their work. **In addition, such space will be available for Guild notices and information.**

Every Action 2022 CBA – Section 3 (p. 4)

The Company shall provide each of the Local Unions with a Confluence page.

Note: Confluence is an online enterprise software provided by a company called Atlassian for communications and collaboration for remote workers.

Lumen D7 (Legacy Qwest) 2023 CBA – Article 15, Section 15.22 and 15.23 (p. 56)

In locations where the Company has designated employees as Fully Remote Reporting, **the Company will provide the Local Union the use of a virtual bulletin board...**

Postings on the Company provided virtual bulletin board shall not require signature although the authorized Union representative(s) with access rights to the bulletin board shall be responsible for complying with the provisions contained in this Section.

stac labs 2022 CBA – Article IX, Section 9.3, 9.7 (p. 6)

The Company shall provide the Union a channel on its Slack platform or any other similar platform the Company utilizes in the future.

The Company **shall allow all unit employees one (1) hour off per quarter with pay to attend to union business.**

Union Orientations and Union Meetings:

Canadian Broadcasting Company 2019 CBA – Article 62.4.5 (p. 242)

Employees shall be granted travel time with pay to attend Union membership meetings or ratification votes in their location when such activities are scheduled during their shift. This will not result in overtime.

Concerted Action 2023 CBA – Article 6, Section 1 (p. 13)

Up to four (4) times per year upon reasonable request by the Guild, **the Organization shall provide space and use of its communications technology for meetings of employees at mutually agreeable times. Employees can use flexible scheduling to attend Guild meetings per the personal appointment section in Article 2**

Verizon MidAtl 2022 MOU – Section 20 (p. 7-8) and Verizon NYNE 2023 MOU – Section 20 (p. 11)

In fulfillment of any existing obligations to provide union orientation time, **arrangements will be made for the Union to meet on paid time virtually with newly hired or rehired associates or associates who transfer into a new bargaining unit utilizing Company equipment and systems. This shall also apply in jurisdictions where no existing obligations to provide union orientation time exist**, in which case such meetings shall not exceed thirty (30) minutes. Such meetings will occur within at least thirty (30) days of the date the associate was hired, rehired, or transferred. If mutually agreed to between the associate and the Union, the meeting can take place at the associate's work-at-home location in which case any resulting travel time will not be paid by the Company.

Investigatory or Disciplinary Meetings:

Frontier TX (WAH) 2020 CBA – Article 26, Section 26.4.2.1 (pg 20)

Employees who customarily work at home (WAH), but are required to attend meetings as union representatives at the Company's facility in Allen, must report to and work in the Allen facility for the entirety of their regularly scheduled shift on the day of the meeting(s). Travel time to and from the Allen facility under these circumstances is not compensated. **All meetings a Union Representative is required to attend will be given a 24 hour notice.**

Verizon MidAtl 2022 MOU – Section 4 (p. 3-4) and Verizon NYNE 2023 MOU – Section 4 (p. 5)

At the Company's discretion, investigatory interviews and disciplinary discussions may be conducted electronically (for example, teleconference/video conference, using a webcam, etc.), or in-person at a designated Company location or, if mutually agreed, at a Union location. However, in every instance where the nature of the violation being investigated

could reasonably result in dismissal or a suspension of more than five days, **the associate will be given the option to meet in-person for an investigatory interview at a designated Company location or, if mutually agreed, a Union location.**

Verizon MidAtl 2022 MOU – Section 10 (p. 5) and Verizon NYNE 2023 MOU – Section 10 (p. 8)

Associates may also be required to report to their normal reporting location or other Company or non-Company locations for investigatory interviews or disciplinary discussions and **will be given notice of the need to be present at such locations no later than noon the day before.**

Local Affiliation:

Lumen D7 (Legacy Qwest) 2023 CBA – Article 8, Section 8.2 (p. 32)

When the Company designates a Work from Work or Hybrid Reporting position to be changed to a Fully Remote Reporting position, or vice versa, **the employee shall continue to be assigned to the same Local Union jurisdiction. The Union may request a change in an employee’s assigned Local Union jurisdiction for the purpose of union-representation and the Company will generally approve such requests.**

4. Procedure and pay guidelines for Work From Home employees during outages

AT&T Mobility Multi (Orange) 2022 CBA – Section 4 (p. 83) and AT&T Mobility (Black) 2023 CBA – Section 4 (a-b) (p. 77)

Loss of Pay Internet/Power Outage:

- a. For issues due to the AT&T system used by the employee, this time is paid.
- b. If the employee is without power or internet, this time is not paid and is not point impacting.
 - Options for coding time include:
 - (1) Offer exchange time
 - (2) Offer excused time
 - (3) PTO if employee has available time

Concerted Action 2023 CBA – Article 21, Section 10 (p. 42)

Because we are a service-oriented business with employees and clients in a number of geographic locations, employees should assume they are working a normal workday, **unless weather conditions prohibit them to do so (for example, experiencing a power or internet outage as a result of the weather). In that case, the employee must report the outage and their availability with as much advance notice as possible to their manager and project teams.**

Frontier MN CBA 2022 - Section 7.B and 7.C (p. 106)

B. Equipment Failure: In instances of equipment failure preventing an employee from performing their duties... **When no Company location is made available and an employee suffers an equipment failure preventing an employee from performing their duties, the employee may be assigned other tasks as appropriate, until the necessary equipment can be repaired or replaced, or an onsite location is subsequently made available. The employee shall suffer no loss in pay during such periods.**

C. Temporary Interruptions in Service. In cases where utilities are temporarily interrupted in an employee's household, or emergency household conditions prevent the employee from working in their home (e.g., gas leak, flooding, etc.), the employee shall alert their supervisor as soon as possible. The employee may be directed to report to a Company location to finish their shift, **but if the employee is required to remain in their home due to emergency conditions, the employee may take unpaid leave or use available PTO time for any time that exceeds two (2) hours.** If the utility services are still interrupted the following shift, the employee may elect to take unpaid leave or use available PTO unless directed to report to a Company designated location (e.g., currently the Lakeville Storeroom) on subsequent days until such time as they are able to return to work in the home. **Supervisors may use discretion under extenuating circumstances. In these instances, the employee shall suffer no discipline for "absences" related to the attendance policy**

due to conditions temporarily preventing an employee from working in their home, when no alternate Company location is made available.

Lumen D7 (Legacy Qwest) 2023 CBA – Article 2, Section 2.11 (p. 16)

Fully Remote Reporting employees will receive business disruption payment if the disruption is due to Company-provided equipment failure or outage on a macro level – such as a network system crash, an electrical plant power outage, or telecommunications system, which is widespread and impacts the neighborhood, community or local area. Employees will not receive business disruption payment if the disruption is caused by the individual employee’s equipment failure or an outage specific to that individual employee’s home; **however, the Company may, at its sole discretion, apply the business disruption payment in such circumstances if the outage occurs outside the home.** The Company reserves the right to address a pattern of abuse or questionable circumstances. The employee will be expected to verify conditions upon request. **However, in such circumstances the Company may permit them, subject to the needs of the business, to flex their work schedule in order to make up for time missed, use vacation/personal day time, or excused unpaid time.** The Company still maintains its right under this Section to reassign employees alternative work as well as a different work location and if applicable, the provisions of Article 9 shall apply.

Verizon MidAtl 2022 MOU – Section 9 (p. 5) and Verizon NYNE 2023 MOU – Section 9 (p. 8)

Associates must inform supervision as soon as practicable of any malfunctioning equipment and/or any other reason why they cannot work from home (e.g., lack of power or internet). In these circumstances, supervision may require the associate to promptly report to their normal reporting location or other Company or non-Company locations and continue to do so until the associate has the ability to effectively work from home. Generally, the associate will only be required to report to a Company or non-Company location if the inability to work from home is recurrent, or has lasted (or is expected to last) more than half of their tour. **Associates will not suffer loss of pay resulting from the inability to work from home provided the cause is beyond the associate’s control,** and the associate complies with the Company’s instructions and the terms of this Agreement.