

August 20, 2021

TO: AT&T SW Local Presidents

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

SUBJECT: Work from Home Extension Agreement

Dear AT&T SW Local Presidents:

The District is very pleased to announce that we have reached an agreement on the Work from Home Extension that is effective immediately until September 30, 2022. Attached is a copy of the fully executed <a href="Work from Home Extension">Work from Home Extension</a> <a href="Agreement">Agreement</a> for your records.

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

SJR/sv opeiu#13

## **Attachment**

c: Claude Cummings, Jr.

District 6 Administrative Staff

## AT&T U.S. Flexible Workplace Program

This agreement between Southwestern Bell Telephone Company, AT&T Services, Inc. (collectively the Company) and the Communications Workers of America (the Union) outlines the understanding reached by the Company and the Union (Parties) regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for Company employees covered by the 2017 Southwest Labor Agreements (including the term of the Extension Agreement). For purposes of this agreement we will refer to the program as the AT&T U.S. Flexible Workplace Program. This agreement will allow approved, bargained for employees to perform work functions from their homes.

- Participation in the AT&T U.S. Flexible Workplace Program ("Program") is at the discretion of
  management and is entirely voluntary on behalf of the employee. The Parties understand
  that the opportunity to participate in the Program may not be available to any or all
  employees in an organization or center at any given time. However, the Company agrees to
  provide thirty (30) days' notice prior to a Department or Organization opting out of the
  program.
- 2. The Program will be effective immediately upon the signing of this agreement through September 30, 2022, unless cancelled as provided herein. The Parties may enter into discussions regarding the extension of the Program not more than ninety (90) days prior to expiration of the agreement.
- 3. The Company may revoke or suspend or the individual may suspend individual employee participation in the Program at any time for any lawful reason, including but not limited to any violation of Company policies (e.g., COBC) and procedures. All AT&T policies and procedures, including the COBC, 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 Company, with reasonable notice\_given all circumstances, may direct any and all 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.
- 5. Employees participating in the Program must have specified 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 the necessary qualifications to participate in the Program. Examples of typical services and equipment may include but are not limited to:
  - 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
  - e) Webcams. Some examples of webcam usage:
    - Compliance inspections per the Company Clean Desk Policy
    - Training/Feedback and performing skills transfers
    - Coaching sessions (Leadership Academy tactics)

- Team calls (Team Huddles & Recognition)
- 6. All Company provided equipment is to be used solely for Company business and only properly authorized persons may use Company provided equipment. Employees must safeguard all system access (passwords, tokens, etc.) in accordance with Company policies.
- 7. Employees are required to log off from all Company systems and tools at the end of their tour in accordance with the Company's FLSA Basics Policy.
- 8. Employees must ensure the Company equipment, systems and information is protected from theft and unauthorized access (children, spouse, etc.) at all times to protect unauthorized access to confidential, proprietary and/or access to sensitive personal information.
- 9. 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 reason will not be considered disciplinary action.
- 10. Productivity impacts due to slow home internet service may not result in disciplinary action but may instead result in removal from the Program.
- 11. Employees must work their scheduled tours unless otherwise directed by management.
- 12. All provisions of the CBA not specifically modified by this Agreement will continue to apply to employees who participate in the Program. An employee's assigned work location will continue to be considered their work location for all contractual purposes, except that mileage will not be paid to an employee who reports to their home, primary work location, or other agreed remote work location. Participating employees must work from one of these three locations.
- 13. Meetings (e.g., team meetings, coaching sessions, disciplinary actions, investigatory meetings or interviews, etc.) with an employee participating in the Program may be held either in person or virtually at the Company's discretion. Grievance meetings will be held as provided under the applicable collective bargaining agreement unless mutually agreed otherwise, but the Company may direct that the location of the grievance meeting will be the location of work for the Grievant and/or participating union official for that day.
- 14. 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.
- 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:

Jimmy Cassidy Assistant Vice President - AT&T Labor Relations Sylvia J. Ramos

Assistant to the Vice President CWA - District 6

Date: 08/20/2021 Date: 8.20.21



June 22, 2020

TO: AT&T SW Local Presidents

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

SUBJECT: Work From Home MOA- Extension

Dear AT&T SW Local Presidents:

Attached please find a copy of the AT&T Southwest Work from Home MOA Extension for your records. As you will note, this MOA has been extended through December 31, 2020.

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

SJR/sv

opeiu#13

#### **Attachment**

c: Claude Cummings, Jr.

District 6 Administrative Staff

This agreement between Southwestern Bell Telephone Company, AT&T Services, Inc. and DIRECTV, LLC (collectively the Company) and the Communications Workers of America (the Union) outlines the understanding reached by the Company and the Union (Parties) regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for Company 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. Extended Flexible Workplace Program. This agreement will allow approved, bargained for employees to perform work functions from their homes.

# COVID – 19 AT&T U.S. Extended 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. Extended Flexible Workplace Program will continue immediately upon the signing of this agreement through December 31, 2020, 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. Extended Flexible Workplace Program at any time.
- 4. Participation in the COVID-19 AT&T U.S. Extended 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. Extended 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. Extended 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 SW 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 the COVID-19 AT&T U.S. Extended Flexible Workplace Program must acknowledge (or have acknowledged) 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 COVID-19 AT&T U.S. Extended 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.

Thomas & Hughes	Claude Commungs
Thomas F. Hughes	Claude Cummings Jr.
Vice President – Labor Relations	Vice President CWA- District 6
June 19, 2020	6/19/2020
Date:	Date:

CONCUR:



May 20, 2020

TO: AT&T SW Local Presidents

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

SUBJECT: Letter of Agreement to Reinstate Section 3.B of the Employment Security Commitment MOA

Please see the attached <u>Letter of Agreement</u> that reinstates Section 3.B of the Employment Security Commitment MOA effective May 25, 2020. Also attached for your reference is the March 21, 2020 MOA on the suspension of Section 3.B.

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

SJR/sv opeiu#13

Attachment (May 20, 2020 LOA - Reinstating Section 3.B)

Attachment (March 21, 2020 MOA Agreement)

c: Claude Cummings, Jr.
District 6 Administrative Staff
District 6 CWA Representatives



James V. Cassidy
Assistant Vice President
Labor Relations

AT&T

4544 S. Lamar, MS4401LR Austin, TX 78745 Phone: 512-840-6058

Email: james.v.cassidy@att.com

May 20, 2020

Ms. Sylvia J. Ramos Assistant to Vice President District 6, CWA 4801 Southwest Parkway, Suite 115 Austin, TX 78735

Dear Sylvia,

This letter is serves as follow-up to the letter of agreement signed March 21,2020 concerning the suspension of section 3.B of the Employee Security Commitment. Effective May 25, 2020, section 3.B of the Employee Security Commitment shall be reinstated.

If you have any questions, please contact me. Sincerely,

James V. Cassidy AVP-Labor Relations



James V. Cassidy
Assistant Vice President
Labor Relations

AT&T

4544 S. Lamar, MS4401LR Austin, TX 78745 Phone: 512-840-6058

Email: james.v.cassidy@att.com

March 21, 2020

Sylvia Ramos Assistant to Vice President Communications Workers of America- District 6 4801 Southwest Parkway, Ste. 145 Austin, Texas 78735

Dear Sylvia,

This letter is in regard to our discussion on March 20, 2020 concerning an employee's declination of a guaranteed job offer under the terms of the MOA- Employment Security Commitment (ESC or JOG).

This confirms the Company's agreement to suspend section 3.B of the ESC for a limited period of time. Employees rejecting a guaranteed job offer shall continue under the terms of the ESC and remain on JOG. This agreement is non-precedent setting and is in response to the extraordinary circumstances presented by the COVID-19 virus. This agreement will not be utilized by either party for any other purpose or circumstance or in any proceeding, except as evidence to resolve disputes over the application of this Agreement

All other terms of the ESC shall remain in effect and section 3.B shall be reinstated by the Company at its discretion with advance notice to the Union.

Sincerely,

James V. Cassidy

Assistant Vice President-Labor Relations

Agreed:

Sylvia J. Ramos

CWA

Date

3-21-20

Date



May 5, 2020

TO: AT&T SW Local Presidents

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

SUBJECT: Cash Award Program MOA

The District received the <u>attached correspondence</u> yesterday from the Company notifying of the cancellation of the Cash Award Program MOA effective May 10, 2020.

Please contact your CWA Representative with any questions.

SJR/sv opeiu#13

## **Attachment**

c: Claude Cummings, Jr.

District 6 Administrative Staff



**Thomas F Hughes**Vice President
Labor Relations

AT&T

5001 Executive Parkway, Rm. 2W951 San Ramon, CA 94583 Phone 925-823-5522

Email: Thomas.Hughes@att.com

May 4, 2020

# Sent Via Email

Claude Cummings, Jr.
Vice President
Communications Workers of America - District 6
4801 Southwest Parkway, Suite 145
Austin, TX 78735

Dear Claude,

On March 24, 2020, we signed a Memorandum establishing a temporary Cash Award Program to incentivize attendance in the early stages of the COVID-19 pandemic to help the Company fulfill its essential public function. Since then, and working together, we adjusted how employees perform their jobs during the pandemic, including through home dispatch, new dispatch processes, working from home, utilization of PPE, etc. The Company is cancelling the Cash Award Program Memorandum effective May 10, 2020, according to its terms. We look forward to continuing to work collaboratively to address new issues as they arise.

Sincerely,

Thomas F. Hughes

Vice President - Labor Relations



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 <u>attached agreement</u> 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 opeiu#13

**Attachment** 

c: Claude Cummings, Jr.

District 6 Administrative Staff

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:	
98	Claude Cummings, Jr.
Assistant Vice President	Vice President
SW Labor Relations	Communications Workers of America- District 6
3/24/20	3/24/20
Date	Date



March 23, 2020

TO:

AT&T SW Local Presidents

FROM:

Sylvia J. Ramos, Assistant to the Vice President

SUBJECT: Letter of Agreement to Suspend Section 3.B of the Employment Security Commitment (ESC or JOG) MOA

Please see the attached <u>Letter of Agreement</u> signed by the District today that confirms the Company's agreement to suspend section 3.B of the ESC for a limited period of time in response to the extraordinary circumstances presented by the COVID-19 virus. Employees rejecting a guaranteed job offer shall continue under the terms of the ESC and remain on JOG.

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

SJR/sv opeiu#13

#### <u>Attachment</u>

c: Claude Cummings, Jr.
District 6 Administrative Staff
District 6 CWA Representatives



James V. Cassidy Assistant Vice President Labor Relations AT&T

4544 S. Lamar, MS4401LR Austin, TX 78745 Phone: 512-840-6058

Email: james.v.cassidy@att.com

March 21, 2020

Sylvia Ramos Assistant to Vice President Communications Workers of America- District 6 4801 Southwest Parkway, Ste. 145 Austin, Texas 78735

Dear Sylvia,

This letter is in regard to our discussion on March 20, 2020 concerning an employee's declination of a guaranteed job offer under the terms of the MOA- Employment Security Commitment (ESC or JOG).

This confirms the Company's agreement to suspend section 3.B of the ESC for a limited period of time. Employees rejecting a guaranteed job offer shall continue under the terms of the ESC and remain on JOG. This agreement is non-precedent setting and is in response to the extraordinary circumstances presented by the COVID-19 virus. This agreement will not be utilized by either party for any other purpose or circumstance or in any proceeding, except as evidence to resolve disputes over the application of this Agreement

All other terms of the ESC shall remain in effect and section 3.B shall be reinstated by the Company at its discretion with advance notice to the Union.

Sincerely,

James V. Cassidy Assistant Vice President-Labor Relations

Agreed:

CWA J. Ramos

March 23, 2020

Date

Company

<u>3-21-20</u>

Date



March 19, 2020

TO:

Local Presidents (ATT)

FROM: Claude Cummings Jr., Vice President - D6

SUBJECT: ATT - COVID-19 - Flexible Workplace Agreement (March 19, 2020)

Please follow the link listed above or the attachment listed below for additional details.

/at

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	Claude Commings
Tom Hughes () Vice President ()	Claude Cummings Vice-President- District 6
V	
Labor Relations	Communications Workers of America
3/18/2020	3/18/20
Date	Date