This agreement between BellSouth Telecommunications, LLC d/b/a AT&T (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 2019 BellSouth – CWA Labor Agreements. 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.

1. 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.

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:

Diane Bradley  
Vice President - AT&T Labor Relations  
8-20-21

Richard Honeycutt  
Vice President - CWA District 3  
8-23-21

Date  
Date