
CWA Issue Briefs

CWA Contract Provisions to Promote Good Working Conditions for Customer Service Workers

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CWA Issue Brief

Protections against Abusive Monitoring

CWA Goals

Call center employers monitor workers' performance by listening to live calls, recording calls, reviewing progress through screen shots and keystrokes, and other methods. Monitoring involves subjective judgments and, when done with discipline as the goal, creates stressful working conditions that harm employees' health. These conditions raise costs for employers through high rates of stress-related illness, absenteeism, and turnover. CWA believes that call monitoring, screen monitoring, and call recording should be used for coaching and developmental purposes only.

To protect employees from monitoring abuse, CWA contracts include these provisions:

- Prior notification that monitoring will take place
- Opportunity to select the form of monitoring (e.g. side-by-side, remote, recorded)
- Prompt feedback
- Limitation on the number of calls and/or sessions that can be monitored
- Protection from discipline as a result of monitoring
- Peer coaching to improve performance

CWA Best Practice Contract

The CWA contract with AT&T has included language to protect operators and customer service employees from abusive monitoring since first negotiated in the early 1980s. As AT&T (the former long-distance company, now referred to as "Legacy T") expanded monitoring to screen capture and call recording, CWA negotiated additional provisions. The current language reads:

"Employees will be informed of individual call monitoring the day that it occurs and can choose either electronic or side-by-side monitoring. Feedback will be provided to the employee by the end of the day. No employee shall be disciplined as a result of monitoring, except in cases of gross customer abuse, fraud, violation of the privacy of communications, or if developmental efforts have not been helpful. Employees will not be disciplined or evaluated on calls sampled through process monitoring (not tied to the individual). Call recording must be shown on the employee's schedule and cannot exceed four hours in length. Employees will have the right to delete recorded calls and screen activity or save them for a short time for training. Recorded samples may only be used for training purposes." (CWA/AT&T "Legacy T" Letter of Agreement, 2012)

Protections in Other CWA Contracts

CWA/AT&T Southwest

Prior Notification: The Company must provide employees with prior notification of monitoring.

Employees with at least six months of tenure have the option of remote or side-by-side monitoring.

Feedback: The Company must provide feedback regarding the monitored calls by the end of the day.

Protection from Discipline as a Result of Monitoring: Employees cannot be disciplined as a result of monitoring, except in cases of customer abuse, fraud, or gross misconduct.

AT&T West

Prior Notification: Monitoring can only occur when a visual marker is displayed to indicate that monitoring is taking place and when a published monthly or weekly recording and monitoring schedule at the team/section level has been provided to employees.

Feedback: The Company must provide feedback within 24 hours. For recorded calls, the supervisor must review within one week of the recording and then provide feedback within 24 hours.

Limitation on Number of Calls Monitored: For Service Representatives, monitoring and recording for evaluation and discipline purposes is limited to 10 calls per month, once per day, and on no more than two days per month. No more than 10 calls may be recorded. For Operators, remote monitoring is limited to 30 calls (for TOPS operators) and 50 calls (for directory assistance) per month, three days per month, and one monitoring session per day. For employees with less than 6 months tenure, monitoring can occur up to twice this amount.

Protection from Discipline as a Result of Monitoring: No employee will be dismissed solely as a result of monitoring, except when a breach of privacy of communications, fraud, loss of revenue, or gross customer abuse occurs. The intent of call recording is for coaching and training purposes. Desk Top Screen shots will be used primarily for coaching and training purposes.

Union Access to Information. The Company will provide local union representatives with recording usage reports upon request. The Union will have full participation in the creation and implementation of the communication plan of call recording and to describe the protections in the Memorandum of Agreement.

AT&T Midwest

Prior Notification: Employees with more than 6 months job tenure will be notified the day the monitoring takes place. Employees have the option of remote or side-by-side monitoring.

Prompt Feedback: Feedback will be provided to the monitored employee by the end of the day.

Protection from Discipline as a Result of Monitoring: Service or Diagnostic monitoring will not be used to evaluate or punish individual employees, except in cases of fraud, customer abuse, or violation of the Code of Business Conduct.

AT&T Southeast

Prior Notification: Employees will have prior notification when call sampling occurs and the option of remote or side-by-side monitoring.

Prompt Feedback: Feedback will be provided to the monitored employee by the end of the day.

Protection from Discipline as a Result of Monitoring: Process monitoring cannot be used for disciplinary purposes except in cases of gross misconduct.

Limitation on Number of Calls Monitored: Service observing for the purposes of training is capped at 25 times per month for individual employees. However, disciplinary actions cannot be taken except for cases of gross misconduct.

AT&T East

Prior Notification: Customer service employees that perform well on their evaluation shall be notified at least 24 hours in advance of monitoring. The number of days that monitoring can occur is capped at three per month. This status can be revoked if the employee does not meet 90 percent of call flow for three consecutive months, and once lost, it takes three consecutive months of 90 percent call flow scores.

Limitation on Number of Calls Monitored: For Service Consultants and All Distance Specialists (e.g. operator titles), observed and recorded calls are limited to two to 10, depending on employee skill and development needs.

Protection from Discipline as a Result of Monitoring. Evaluation monitoring is for development, however, an employee can be disciplined if there is gross misconduct or continually fails to meet performance standards.

Verizon Mid-Atlantic

Prior Notification: Employees who receive a rating of “exceeds requirements” or “meets all requirements” shall be provided advance notification of evaluative observations. The company shall provide 30 days notice to the union when call recording occurs in any office.

Limitation on Number of Calls Monitored: Evaluative observations are capped based on a Consultant’s rating: 20 observations per year for those that “exceeds requirements,” 30 per year for those that “meets all requirements,” 40 per year for all others.

Evaluative monitoring may take place only during the first eight hours of a scheduled work day for employees with a 35-hour work week, or the first 8.5 hours for employees with a 37.5 hour work week. On a Monday and the day after a holiday, evaluative observations may take place during the first 7/7.5 hours of the day.

Protection from Discipline as a Result of Monitoring: No employee shall be disciplined as a result of Service Observing or Diagnostic Observing, except for gross misconduct. Failure to attempt to sell a feature or to bridge to sales is not considered gross misconduct. The electronic recording of calls can be used only for Service Observing and Supervisory Observing. The monitoring language negotiated for non-recorded observations shall also apply to recorded calls. When Service and Diagnostic observations calls are electronically recorded, the Company may only impose discipline if it endeavors to provide face-to-face feedback by the close of the day on which the observation was taken or provided the following business day the employee and the supervisor are on the job.

Verizon California

Feedback: The results of performance monitoring/recording will be shared as soon as possible with emphasis on reinforcing the positive and suggestions for improvement.

Protection from Discipline as a Result of Monitoring: Information related to an employee’s performance, obtained as a result of performance monitoring/recording will be used for coaching, counseling, and training purposes. Performance monitoring/recording results will be averaged to ensure that an employee is not adversely impacted by the evaluation of a single call.

Limitation on Number of Calls Monitored: Specific performance monitoring/recording guidelines will be established; employees will be informed of such guidelines.

Century Link (former Qwest)

Limitation on Number of Calls Monitored: For evaluative monitoring, up to four calls can be monitored and recorded per month.

Protection from Discipline as a Result of Monitoring: Monitoring is designed for training and development, but the results of monitoring can be used as part of performance evaluation. Monthly evaluation will be based on a cumulative score of recorded and observed calls.

FairPoint

Feedback: The company shall give face-to-face feedback on monitored calls.

Limitation on Number of Calls Monitored: An employee can only be monitored a maximum of four days in a month and a maximum of four calls per session.

US Airways

Feedback: Feedback from all monitored calls must be provided to the employee by the end of the day of the completed contact or no later than the next scheduled work day.

Protection from Discipline as a Result of Monitoring: Employees cannot be disciplined as a result of call monitoring except for gross misconduct, fraud, violation of privacy of communications, or when developmental efforts have not been successful.

AT&T Mobility (“Orange” contract, CWA Districts 1,2-13,4,7,9)

Feedback: The Company will generally review a call quality observation or sales floor observation within the employee’s next two scheduled work days.

Protection from Discipline as a Result of Monitoring: Employees failing to meet performance expectations will first be coached when they are not currently on a step of progressive discipline for performance when performance issue is a first offense.

AT&T Internet Services (District 3 agreement)

Feedback: Employees must be notified when call monitoring takes place.

Limitation on Number of Calls Monitored: Monitoring may not exceed 30 calls per month.

Los Angeles Daily News

Limitations on Monitoring: The Employer will not use telephone monitoring devices without the consent of the employee. There shall be no secret electronic surveillance or tape recordings without the knowledge and consent of the union.

Washington Post

Images or other information collected through video cameras or other such safety/security surveillance will not be used to assess or evaluate employees’ job performance.

CWA Issue Brief

Protections against Unrealistic Sales Quotas and Unfair Sales Commission Plans

Union Objectives

CWA, including The Newspaper Guild (TNG)/CWA, has negotiated contract provisions to protect employees against unrealistic sales quotas and sales commission plans. In this issue brief, we differentiate between sales quotas/goals that an employer establishes for performance management purposes and commission sales/leveraged compensation plans that an employer establishes for compensation purposes.

Unrealistic sales goals, sales quotas, and poorly designed commission/leveraged compensation plans create stressful working conditions for employees that result in high turnover, absenteeism, and stress-related illness. Moreover, poorly designed and unrealistic sales goals, quotas, and commission/leveraged compensation plans create perverse incentives that may discourage sales effort while encouraging unethical sales behavior.

We believe that properly designed sales goal systems and commission sales/leveraged compensation plans should achieve the following objectives:

- Enable all employees to succeed and share in a portion of the revenue they generate
- Encourage ethical sales practices
- Set quotas/targets/goals based on reasonable and measurable sales opportunities
- Protect employees from unfair discipline for failure to meet quotas, targets or goals
- Reward excellent customer service
- Be simple, understandable, and based on accurate sales tracking systems
- Include oversight and data review by a union-management committee with equal representation

1. Sales Objectives and Sales Quotas for Performance Management Purposes

Many CWA and TNG/CWA contracts contain protections against abusive sales goals and quotas established for performance management (not compensation) purposes. The Union has negotiated provisions to ensure that sales goals and sales quotas for performance management are set at reasonable levels, with protections to ensure that the goals and quotas are implemented fairly. Negotiated provisions include:

- Adjustment of sales goals for time spent off-line, on vacation, or on approved leave
- Provisions that allow transfer to non-sales positions, regardless of sales performance
- Protections against discipline for failure to meet sales goals and quotas
- Requirements to set sales goals at reasonable, measurable levels
- Limitations on how frequently employers can change sales goals
- Joint union-management committees with oversight responsibility of sales goals and leveraged compensation plans

2. Union-Negotiated Sales Commissions/Leveraged Compensation Plans

The union has negotiated sales commission/leveraged compensation plans with many employers. These plans typically pay a guaranteed base wage plus an “at risk” portion based on sales. Because these plans involve compensation, which is a mandatory subject of bargaining, they must be negotiated with the union. The Unions’ objectives and principles discussed above for sales goals/quotas used as performance measures are equally relevant to the negotiation of sales commission/leveraged compensation plans.

Protections in CWA Contracts

Verizon Mid-Atlantic

Adjustment of Sales Objectives for Time Spent Off-Line: The company shall pro-rate sales goals to account for time off (including union business, training, down-desk, FMLA, vacations, disability, court appearances, jury duty, death in the family, military duty, election service, loan to other departments, joint conference time, etc.).

Transfer to Non-Sales Positions: Sales Consultants that are not meeting their sales goals may apply for a transfer to a non-sales position without their sales record taken into consideration.

Protections against discipline for failure to meet sales objectives: Verizon employees represented by CWA Local 13500 (Pennsylvania) members cannot be disciplined due to a failure to meet sales objectives based on a decision by the state Public Utilities Commission regarding ethical sales practices.

Verizon California

Adjustment of Sales Objectives for Time Spent Off-Line: Sales quotas are adjusted up-front for holidays, personal days, vacation, training, and other time away from the job. Adjustments to the objectives and dollars available are made for FMLA, sick leave, unpaid union business, part-time staff, new hires, and other unpaid leave.

AT&T West

Protection against Discipline for Failure to Meet Sales Goals: Employees cannot be disciplined for failure to meet sales goals. Though sales are a part of the service representative performance development process (PDP) standards, sales effectiveness cannot be the sole factor used to determine that an employee is not meeting acceptable work performance standards.

Requirements to set sales objectives at reasonable levels: Sales goals shall be based on sales opportunities.

AT&T East

There are no sales quotas for Service Representatives. Rather, performance management is based on call flow scores (e.g. communicating to the customer the key messages identified by the company).

AT&T Southeast

Transfer to Non-Sales Positions: Employees’ sales results will not be used to adversely affect consideration for promotion or transfer to jobs where selling is not fundamentally involved.

Protection against Discipline for Failure to Meet Sales Goals: Non-sales titles will not have sales results affect their conditions of employment.

AT&T Southwest

Protection against Discipline for Failure to Meet Sales Goals: Employees will not be terminated or disciplined due to unsatisfactory sales performance. (This provision does not apply to service representatives in the leveraged title.)

Transfer to Non-Sales Positions: If an employee is deficient only in the numerical sales objectives, the employee can still be recommended for transfer.

Adjustment of Sales Objectives for Time Spent Off-Line: Sales objectives will be adjusted for time off the job on a pro-rated basis.

AT&T Mobility

Adjustment of Sales Objectives for Time Spent Off-Line: Monthly sales quotas for discipline are adjusted in eight-hour increments for vacation, EWP, Company-mandated training, and Union absence. Charge backs that are more than 91 days old will not count against quota attainment for discipline purposes.

AT&T

Beginning in 2009, CWA negotiated a leveraged compensation title with the various AT&T bargaining units. The plan is a 60/40 plan, with 60 percent of compensation in the guaranteed base wage (pegged to the rate for similar non-leveraged titles) and 40 percent available to be earned if one makes 100 percent of the sales target. Leveraged title sales consultants can earn more, capped at 300 percent of the sales target. Sales consultants are eligible for the “at risk” portion of their pay once they reach 50 percent of the sales target. Sales consultants in training receive 100 percent of the target incentive. Movement to the leveraged title is voluntary for employees on payroll at the time the leveraged compensation title was negotiated. (AT&T Midwest, AT&T Southeast, AT&T Southwest, AT&T West, AT&T East, Legacy AT&T)

At Legacy AT&T, the Company must provide quarterly reports to the Union of the payouts for the leveraged compensation plan and other recognition award programs. This is applicable to traditional employees and leveraged employees.

At AT&T West, CWA negotiated an agreement regarding incentive plans. These incentive plans cover employees who elect not to participate in the at-risk leveraged compensation plan. A union/management committee reviews and then the company and union must approve all changes to the incentive plan for service representatives servicing business customers. The union/management committee reviews incentive plans designed for service representatives servicing residential customers, and those plans are capped at \$3,000.

CenturyLink (former Qwest)

CWA first negotiated a leveraged compensation plan at what was then USWest (then Qwest, now CenturyLink) in the mid 1990s. The current sales compensation plan for sales consultants in the consumer and business sales centers is an 80/20 plan, with 80 percent of the compensation in the guaranteed base wage and 20 percent available if one makes 100 percent of the sales target. Employees who sell more can earn more, and there is no cap on monthly incentives, subject to provisions of the plan. Participants are paid at their base wage during time off-desk.

CWA has also negotiated an incentive plan in retail sales. The current plan is a 70/30 plan, with 70 percent of the compensation in the guaranteed base wage and 30 percent available if one makes 100 percent of the sales target, set at an annual figure of \$12,000 for retail sales associates and \$15,000 for

retail senior sales associates. The Company cannot change the incentive plan in a manner that would reduce the annual target sales incentive.

Verizon California

CWA first negotiated a Sales Incentive Compensation Plan with Verizon California in the mid-1990s. There are two plans on the consumer side: one is a 70/30 plan (70 percent in the base, 30 percent if the associate meets 100 percent of target) and the other is a 90/10 plan (90 percent in the base, 10 percent if the associate meets 100 percent of the target). All new hires are put on the 70/30 plan; the 90/10 plan is only available to grandfathered employees. On the business side, online sales associates are on a 90/10 plan.

AT&T Mobility

Monthly sales quotas for Retail Sales Consultants are adjusted in eight-hour increments for vacation, EWP, Company-mandated training, and Union absence. There is a joint union-management committee established to discuss compensations plans, commissions, bonuses, incentive programs and performance management programs associated with retail sales.

Hilo Herald-Tribune

Union involvement. The structure of the commission plan is negotiated between the Publisher and union. A Joint Commission Committee composed of two managers and two employees selected by the union shall review data and make recommendations to the Publisher.

Structure of plan. Employee receives a commission on each dollar sold. Commission percentages are detailed in the contract.

Method of goal setting. Individual monthly goals are set by Department Manager after goal setting conference between employee and supervisor. Decision of Department Manager can be appealed to Joint Committee. Department Manager decision shall be final unless failure to achieve the goal is used as a basis for discipline. The goal shall be reasonable and achievable. Goals are based on potential of the territory and prior year's revenue, adjusted for political advertising, catastrophic losses, and windfall gains.

Duluth News Tribune

Limitations on commission or commission-only sales positions. The number of commission-only account executives shall not exceed the number of salaried sales reps. No salaried sales representative shall be transferred involuntarily to a commission-only position.

Base wage and commission sales guarantees. The contract guarantees a weekly base wage and a minimum commission.

Notification of change. Employees shall receive 30 days' advance notice of any change in commission percentage.

Calculation of paid leave wage rate. A six-month average earnings will be used as the basis for computing pay for vacation, sick time and holidays. Pensions shall be calculated on the same basis as other employees.

St. Paul Pioneer Press

Base wage and commission sales guarantees. The contract guarantees a weekly base wage, with a higher base wage during the first "training" year. Sales representatives shall be guaranteed a minimum salary of 100 percent to goal for no less than two months after transfer to a new territory.

Notification of change. Modifications to the plan require 60-day written notice. Any changes that would result in a decrease in pay for the majority of the commission group must be mutually agreed upon by the union and the Publisher.

Calculation of paid leave wage rate. Employees with more than one year service shall receive pay at the rate of their average daily earnings for the previous calendar year for vacations, holidays, and paid sick time. Employees with less than one year service receive a pay based on their base wage rate.

Limitations on commission or commission-only sales positions. The number of commission-only salespersons shall not exceed 150 percent of salaried salespeople on print accounts, more than eight positions for online products, and the number of salaried salespeople shall not fall below current levels or those in other agreements. Contract language prohibits commission-only sales persons from soliciting business from the account list of a salaried salesperson or from a protected business list.

Union involvement. A joint committee of equal number union and management representatives shall meet to discuss any changes in the plan. No commission rate may be reduced without mutual agreement.

Sacramento Bee

Method of goal setting. The account manager shall meet with the supervisor to discuss revenue goals for the next quarter. The account manager can appeal the revenue goals to the team coach, division director, and division V.P. whose decision is final. Individual sales goals may not vary by more than 25 percentage points from any team percentage change.

Base wage and commission guarantees. Every account manager shall receive a base salary that is equal to or greater than the minimum base salary established for their advertising vertical and quota segment. These quota segments will not be reduced due to catastrophic loss.

Calculation of paid leave wage rate and pension rate. Commissions earned on the individual revenue goal and quarterly goals shall be included as pensionable wages and 401(k) contributions. Employees shall receive compensation based on their monthly base pay plus commissions for revenues generated in their territories for paid days off.

Limitations on commission or commission-only sales positions. No existing salesperson's compensation will be changed to commissions exclusively without their consent.

San Jose Mercury News

Limitations on commission or commission-only sales positions. The company may create up to 24 commission-only positions, provided the ratio of salaried outside sales to commission-only sales employees is at least 3 to 1. Commission sales employees shall be permitted to solicit only new advertising business and shall not solicit business from the protected business list. The commission sales memorandum shall not result in the lay-off of any salaried salespersons.

Philadelphia Inquirer

Limitations on commission or commission-only sales positions. Commission sales employees may not solicit orders from the protected business list or an advertiser that has advertised within the preceding six month period. Accounts above a specified amount will be transferred from a commission to a salaried salesperson. There are also limits on the number of accounts that the employer can transfer from a salaried to a commission salesperson.

Union involvement. The employer shall provide a monthly paid commission report to the union.

Base wage and commission sales guarantees. The contract specifies a minimum monthly guaranteed base earnings.

Portland Press Herald

Base wage and commission sales guarantees. The company guarantees that on an annual basis a commission salesperson will earn no less than a comparable salaried salesperson. If at the end of the year the commission salesperson has not earned a comparable amount, the employer will compensate the commission salesperson for the difference.

Calculation of paid leave wage rate. Commission earnings in addition to base pay will be paid for vacation.

Team Award. Salaried salespersons shall be eligible for payments from a commission pool based on a formula in the contract.

Toledo Blade

Base wage and commission sales guarantees. The contract specifies a base salary and the quarterly commission rates.

Team Award. A team award of 20 percent of base salary is awarded if 110 percent of department goals are met.

Calculation of paid leave wage rate. The wage rate shall be based on the base annual salary plus commissions on sales made during leave.

Union involvement. A Process Review Committee comprised of three union and three company representatives shall meet to identify and resolve all issues that impact the sales staff.

Factiva

Union involvement. A union-management committee shall handle issues related to the Incentive Plan. The committee shall consist of two or three employees who are union members and selected by the union and at least one manager. Union officials and Factiva management may also participate in committee meetings. The company must provide 45 days' notice to the union regarding any change in the incentive plan.

CWA Issue Brief

Protections on Adherence, Talk Time, Guarantees of Offline “Closed Key” Time

CWA Goals

Call center employers abuse the technology that distributes and tracks customer contacts to track employees’ every second at work, including time on and offline, adherence to one’s schedule (even when this means cutting off a customer contact), average work time (AWT), average handle time (AHT), customer serving time (CST), among other measures. Employers use this data to speed up the workload, squeeze out any free minutes to do offline work, and pressure employees to emphasize quantity over quality service. The result of these control measures is a highly stressful work environment, high rates of absenteeism, turnover, and stress-related illness as well as frustrated customers with negative impact on the business. (See also “CWA Negotiated Protections against Abusive Monitoring”)

CWA has negotiated protections to ensure that customer service employees are not punished for taking the time to do a quality job. Such provisions include:

- Protections against discipline for failure to meet adherence and other time measures
- No denial of transfer for failure to meet adherence and other time measures
- Guaranteed closed time to do off-line paperwork or call backs

Protections in CWA Contracts

Verizon Mid-Atlantic

Protections against Discipline: The Company cannot discipline any experienced operator solely on the basis of average work time (AWT).

Closed Key Time: Employees are guaranteed 30 minutes of closed time per day per scheduled Consultant that works on line the entire day on Tuesdays through Saturdays, excluding the first business day after a holiday

Verizon Northeast

Closed Key Time: Employees are guaranteed 30 minutes of closed time per day per scheduled Consultant that works on line the entire day on Tuesdays through Saturdays, excluding the first business day after a holiday.

AT&T Southwest

Protections against Discipline: Adherence may not be used as a sole basis for determining performance or providing incentives. Average Handling Time (AHT) measures cannot be used to discipline an employee or to compare individuals and cannot be made public. For Operators, feedback associated with Customer Serving Time (CST) and Queue Management Information Systems (QMIS) cannot be used for discipline.

Protections Against and Denial of Transfer: An employee deficient solely in AHT shall still be recommended for transfer. Operators that perform unsatisfactorily on these measures shall still be recommended for transfer to another job title.

Closed Key Time: Employees are guaranteed 30 minutes of closed key time twice per week. If additional time is needed, management will approve the additional needed time within 24 hours or will reassign the work. (The protections in this section do not apply to service representatives in the leveraged title.)

AT&T East

Protections against Discipline and Denial of Transfer: Operators cannot be disciplined solely on AWT (Average Work Time) performance. Service representatives cannot be disciplined or performance managed based on time measures and adherence.

Closed Key Time: Employees are guaranteed 30 minutes closed key time every day, Tuesday through Saturday.

AT&T Southeast

Closed Key Time: Customer Service employees are guaranteed 15 minutes of closed key time per day. Small Business Services and Collections employees are guaranteed one hour of closed key time per week.

AT&T Legacy T

Protections against Discipline: Operators cannot be disciplined on the basis of average work time and average call handle time.

FairPoint

Closed Key Time: The Company will target 30 minutes of closed key time per day for each Representative, contingent on the work load of the center.

CWA Issue Brief

Flexible Scheduling

CWA Goals

Flexible scheduling policies that allow employees to balance their work and family lives are a win-win for employees and employers, promoting job satisfaction and increased productivity while reducing absenteeism, tardiness, and job turnover. (See also “CWA Negotiated Work/Family Programs”)

CWA has negotiated the following flexible scheduling provisions:

- Excused work days (EWDs) on short notice and part-day increments
- Vacation days in short-increments
- Alternate work schedules
- Flexible start and end times
- Shift swapping

CWA Best Practice Contract

Century Link (former Qwest)

Excused Work Days: 10 personal days (eight paid, two unpaid) that can be taken in one-hour increments.

Short-Increment Vacation Days: Vacations may be taken on a calendar week, day-at-a-time, or on a one-half day-at-a-time basis. Two weeks of vacation may be taken in one-hour increments.

Shift Swapping: Employees may swap shifts if they are in the same bargaining unit and job status, provided the swap does not result in the company losing money.

Flexible Scheduling: The local union and local management may create flexible scheduling policies for workgroups, such as flextime and variable work weeks.

Protections in Other CWA Contracts

AT&T Legacy T

Excused Work Days: Three Excused Work Days (EWDs) (two paid, one unpaid) in one-hour increments, provided the employee notifies a supervisor before a tour begins or in the case of an emergency, during the tour. If more than 25 percent of the work group already has time off, the company can grant time off at its discretion.

Short-Increment Vacation Days: Vacation can be taken on a day-at-a-time basis. Five vacation days may be taken on a half-day-at-a-time basis if the company approves the request. Such request shall be granted if the service and coverage conditions permit it.

Shift Swapping: Employees can trade tours provided that the number of paid days does not go above the number the company has already scheduled.

Flexible Scheduling: Alternative work schedules, such as compressed or expanded work week, can be implemented at the local level through an agreement between the local union and local management.

AT&T Southwest

Excused Work Days: Five EWDs (four paid, one unpaid) in two-hour increments.

Short-Increment Vacation Days: Employees eligible for two weeks of vacation may take five vacation days on a day-at-a-time basis at the time the vacation schedule is initially assigned. Employees eligible for three or more weeks of vacation may elect to take two weeks of vacation on a day-at-a-time basis at the time the vacation schedule is initially assigned. Employees eligible for four or more weeks of vacation may elect to take three weeks of vacation on a day-at-a-time basis at the time the vacation schedule is initially assigned. Individual vacation days may be taken in half-day increments.

Flexible Scheduling: Each office will have “appointment books” for employees to sign out for four hours of unpaid leave in the middle of a shift. For offices with less than 80 employees, there will be one slot available per day. For offices of 80+ employees, there will be two slots available per day.

AT&T West

Excused Work Days: Seven personal days per year after six months of tenure. These personal days can be taken in two-hour increments where considered practicable by management. One personal day can be taken on an emergency, unscheduled basis in two-hour increments.

Flexible Scheduling: Local unions and local management can create “flextime” policies if the agreements are approved by the company and the CWA District.

Short-Increment Vacation Days: All vacations may be taken in increments of less than a week.

AT&T Midwest

Excused Work Days: Four EWDs (three paid, one unpaid), three EWDs can be taken in two-hour increments, the others can be taken in half-day increments.

Short-Increment Vacation Days: An employee eligible for two weeks vacation can take it in one-day increments. An employee eligible for three or four weeks can take up to two weeks in one-day increments. An employee eligible for five weeks vacation can take three weeks in one-day increments.

Flexible Scheduling: The Company can designate work groups to move to a four ten-hour day work week. The Company and the Union will meet to establish how to implement the four-day work week. The Company will encourage the use of “flex-time” in work groups where it is feasible.

AT&T Southeast

Excused Work Days: Four days (three paid, one unpaid) of flexible leave available in one-hour increments.

Flexible Scheduling: The “Easy Time” provision allows an employee to use up to two days of vacation in 15-minute increments to attend to family obligations. Easy time can be used when less than 25 percent of the work group has not already scheduled time off.

AT&T East

Excused Work Days: Five Excused Work Days (four paid, one unpaid), two of these days can be taken in one-hour intervals with no notice and one can be taken in one-hour increments based on business needs and 48-hour notice.

AT&T BellSouth Internet Services

Excused Work Days: Eight EWDs, two EWDs can be used flexibly if not more than 25 percent of the work group has been granted the time off.

Flexible Scheduling: The Company will take needs and requests of employees into consideration when scheduling.

AT&T Mobility Orange contract (Districts 1, 2-13, 4, 7, and 9)

Excused Work Days: Employees with more than one-year tenure are entitled to four Excused Days with Pay (EWP). Employees with less than one-year tenure accrue one EWP for every three months of service and can be taken one-hour at-a-time. The EWPs can roll over to the first quarter of the next year. In 2013, the Company agreed to a trial in three call centers which would allow employees to request use of one earned EWP (in one-hour increments) on an emergency basis when they otherwise would not be allowed to get time off due to unavailability of vacation or EWP allotments. The requests will be available when at least 75 percent of the employee's work group is available.

Short-Increment Vacation Days: Employees may select up to one week of vacation on a day-at-a-time basis during the vacation selection process. If eligible for three or more weeks of vacation, employees may elect to take up to two weeks vacation on a day-at-a-time basis during the vacation selection process.

Flex Time: The "exchange time" provision allows an employee to request time off to be made up within the same workweek if the supervisor approves. The company will encourage "innovative scheduling" upon agreement of the local union and local management. The union and company will confer regarding four-day work weeks for full-time employees in work groups selected by the company. The company can end the four day schedule if it does not feel it is necessary.

Verizon Mid-Atlantic

Excused Work Days: Five EWD's (four paid, one unpaid) which can be taken on short notice if the request is made 24 hours in advance of the tour and the approval does not result in more than 20 percent of the workforce not available for duty. The company can also designate four days per month on which EWDs cannot be taken on short notice.

Flex Time: The company may establish "flex time" policies in certain work groups for employees to adjust the start/stop times of tours as long as the number of hours worked remains the same and a minimum level of staffing is maintained in the workgroup. Local 13500 (Pennsylvania and Delaware) agreement provides up to six flex times per year and allows four-day work weeks. NJ Bell agreement allows employees that have a "last minute" situation to use flex time. Commercial/ Marketing employees can use "flex time up to five times per year. Employees may arrive up to 30 minutes late and make up the time lost in the next five tours. Employees in Traffic (Operator Services) may use up to 30 minutes of "flex time" up to 10 times per year and must make the time up at the end of the tour or session or if their tour ends at closing time, no later than the end of their next scheduled tour.

Short-Increment Vacation Days: Employees eligible for two or more weeks of paid vacation may take up to one week on a day-at-time basis.

Verizon California

Excused Work Days: Seven EWDs that must be scheduled 30 days in advance.

Short-Increment Vacation Days: Employees can use 10 of their vacation days on a day-at-a-time basis. Some centers are running a trial with two hour vacation increments.

Flex Time: Employees can request flexible work weeks in which an employee works less than eight hours on a work day with time off to be made up later in the week.

Local agreements for Flexible Scheduling: The local union and management can agree to flex time arrangements. In work groups with a four-day work week, two-thirds of the selected group can vote to end it and return to the five-day work week.

Shift Swapping: Trading shifts is permissible with the approval of management for work/family related conflicts for up to two weeks. Trades can only occur between workers that have the capabilities to perform each other's jobs and management can inquire about the nature of the work/family related schedule conflict.

Verizon Southwest

Flex Time: The Company can determine the work groups that are eligible for four/ten-hour-day work weeks. If an employee is unable to adhere to the new schedule due to family reasons, it will not be mandatory.

FairPoint

Excused Work Days: Five Excused Work Days (four paid, one unpaid), three can be taken in half-tour increments on a short-notice basis. The supervisor in the work unit will allow one short-notice EWD per half-tour, additional requests will be granted at the supervisor's discretion.

Flex Time: Where the parties agree and the needs of the business permit, the number of hours which constitute a normal five-day workweek schedule will be scheduled over four days.

US Airways

Short-Increment Vacation Days: Employees can use up to 10 vacation days on a day-at-a-time basis.

Shift Swapping: An employee may trade shifts or days off with other qualified employees within the group and classification. The employee submits shift trades as far in advance as practical. At airport locations, the deadline will not be earlier than 4:00 PM local time for any shift trades to be effective the following day. At reservations centers, the deadline will not be earlier than one hour prior to the trade to be worked. The minimum partial trade will be one hour. Partial trades must be in 1/2 hour increments. Employees in Reservations may request partial shift trades in 15 minute increments above the one-hour minimum.

Fresno Bee

Flexible Scheduling: The Publisher and any employee may switch to a four-day work week schedule or to a fluctuating work schedule by mutual agreement.

Bloomberg BNA

Flexible Scheduling: Flexible work arrangements, such as flex time, compressed work weeks and job sharing, may be made for the whole unit or individual. The company cannot unreasonably deny flexible work arrangements.

Jefferson County Department of Job and Family Services

Excused Work Days: Each full-time employee receives four EWDs per year. The EWDs may be taken in four hour increments with 24 hours' notice.

Short-Increment Vacation Days: Employees may take their vacation time in ½ hour increments with 24 hours' notice.

CWA Issue Brief

Work/Family Programs

CWA Goals

Many call center employees are parents with children at home and many also have responsibilities caring for elderly, disabled, or ill family members. Provisions that help employees balance their work with family responsibilities have proven to be a win-win for employees and employers. Significant research documents that work/family programs improve productivity and job satisfaction while reducing absenteeism, tardiness, job turnover, and stress. (See also “CWA Negotiated Provisions on Flexible Scheduling”)

CWA has negotiated provisions that help employees balance work and family responsibilities. These provisions supplement federal and state Family and Medical Leave Act (FMLA), temporary disability, and other statutory protections that allow employees to take job-guaranteed leave to care for newborn and adopted children and seriously ill family members. CWA negotiated provisions include:

- New child and family care leave with job guarantees, benefits, and service credits
- Work/family resource and referral programs
- Gradual return to work after new child leave
- Family care fund
- Adoption assistance
- Tax-Exempt Dependent Care Assistance Account
- Labor/management family care committees

Provisions in CWA Contracts

Century Link (formerly Qwest)

New Child and Family Care Leave: Up to 12 months unpaid leave for new child or family care. The leave can be taken intermittently over a two-year period, and employees are guaranteed job reinstatement at the end of each period of leave.

Resource and Referral Service: CWA has negotiated a Child and Elder Care Resource and Referral Service.

Family Care Fund: The Company will provide a Family and Work Development Fund of \$100,000 per year administered by a joint union-management committee.

Adoption Assistance: The Company will provide \$2500 of adoption assistance for each adopted child.

AT&T Legacy T

New Child and Family Care Leave: Up to one year unpaid new child or family care leave, with company-paid medical and dental benefits, and job reinstatement guaranteed for one year.

Resource and Referral Service: The Company shall provide 24-hour access to child care, elder care, adult disability care, and adoption referral services, including a SchoolSmart Educational Resource Initiative and ‘Caring for Self’ Consultation Service

Gradual Return to Work: Employees are also provided a six-month gradual return to work after new child or family care leave.

Adoption Assistance: \$3,000 per child

Tax-Exempt Dependent Care Assistance Account: Up to \$5,000

AT&T West

New Child and Family Care Leave: Up to one year unpaid new child or family care leave, with company-paid medical and dental benefits for first six months and 50 percent for next six months, and job reinstatement guaranteed for one year. The initial four months of leave may be taken in increments of two weeks or more. The eight-month balance must be taken in one continuous period of time. Employees shall receive service credit for the first 30 days of leave.

Resource and Referral Service: Child care, elder care, adoption, school-age children resource and referral service

Adoption Assistance: \$2,000 per child

Tax-Exempt Dependent Care Assistance Account: Up to \$5,000

AT&T Midwest

New Child and Family Care Leave: Up to one year unpaid new child or family care leave, with company-paid medical and dental benefits for first six months (except in Wisconsin, where it is for the entire leave, by state law), and job reinstatement guaranteed for one year.

Resource and Referral Service: Child care, elder care, teen resource and referral service

Adoption Assistance: \$5,000 per child

Tax-Exempt Dependent Care Assistance Account: Up to \$5,000

AT&T Southwest

New Child and Family Care Leave: Up to one year unpaid new child or family care leave, with company-paid medical, dental, and vision benefits for first six months and 50 percent for next six months, and job reinstatement guaranteed for one year.

Adoption Assistance: \$5,000 per child

Tax-Exempt Dependent Care Assistance Account: Up to \$5,000

AT&T East

New Child and Family Care Leave: Up to one-year new child and family care leave, with company-paid medical, dental, and vision benefits for six-months, and job reinstatement guaranteed for one year.

Family Care Fund: The Company provides \$300,000 to the Family Care Committee over the three-year life of the contract to disperse for family care subsidies.

Adoption assistance: \$2,500 per child, lifetime maximum of \$7,500

Verizon Northeast

New Child and Family Care Leave: Up to one year of new child and family care leave, with company-paid medical, dental, and vision benefits, and job reinstatement guaranteed for one year.

Gradual Return to Work: Employees may gradually return to work within 12 months of a new child or family care leave with a reduced work schedule.

Family Care Fund: The Work and Family Committee is funded at \$6 million (\$1.5 million annually, including 2011) through the life of the contract.

Verizon Mid-Atlantic

New Child and Family Care Leave: Up to one year unpaid new child or family care leave, with continued company-paid medical and dental benefits, and job reinstatement guaranteed for one year.

Dependent Care Leave: Employees can take up to 24 months unpaid leave over the life of their career.

Resource and Referral Service: Child care, elder care, teen resource and referral service

Family Care Fund: The Advisory Council on Family Care is funded at \$1.28 million per year. The Council provides funding for child care and resource and referral programs.

Adoption Assistance: \$10,000 per child

Tax-Exempt Dependent Care Assistance Account: Up to \$5,000

Verizon California

New Child and Family Care Leave: Employees may request a leave of up to 12 months for personal reasons. The Company will keep the job open until the employee on leave has been offered reemployment. Employees who have exhausted their allowable time off as permitted by the FMLA who still need additional time off related to the serious health condition of an immediate family member may request such additional time.

FairPoint

Family Care Fund: Funded at \$100,000 over five years (the life of the contract) to the union-management Work and Family Committee to support child and elder care subsidies, the Kids in the Workplace Program, and other Work and Family projects authorized by the Work and Family Committee.

New Child and Family Care Leave: Up to one year of new child and family care leave, with company-paid medical, dental, and vision benefits; job reinstatement guaranteed for one year.

Adoption Assistance: Up to \$10,000 per child.

Bloomberg BNA

Work and Family Joint Committee: A joint committee, composed of members from the union and management, explores issues pertaining to work and family, including ways of assisting employees regarding the provision of care for their children and for their elderly and/or ill parents. Reasonable and necessary costs for such exploration will be paid by the Publisher.

Adoption Assistance: \$4,000 per child

Tax-Exempt Dependent Care Assistance Account: Yes

CWA Issue Brief

Stress Relief Committees

CWA Goals

Labor-management committees can be an effective mechanism to address stressful working conditions for customer service employees. CWA has been at the forefront in negotiating joint labor-management initiatives designed to improve the quality of life at work. CWA has negotiated labor-management “Stress Relief” committees with specific mandates to propose solutions to alleviate conditions that cause stress, reduce absenteeism and turnover, reward sales effort in a fair manner, improve customer service, and generate revenue. These committees have addressed sales quotas, adherence, monitoring, work/family balance, flexible scheduling, guaranteed offline (“closed key”) time, job redesign, training, absenteeism, and other issues. Committee recommendations are reviewed by the appropriate union and management representatives before final approval for implementation. The solutions may be incorporated into contractual agreements.

Stress relief committees are most effective when the mission, structure, leadership, and process are clearly defined. CWA has adopted principles to ensure that labor-management committees operate in a manner that extends rather than circumvents the existing union-management relationship and collective bargaining process. These principles include:

- There is a genuine partnership. The union and company are committed to their mutual success, and agree to consider the values of all stakeholders (customers, owners, and employees) in making decisions.
- The union shall select worker representatives, with equal representation of union and management
- The employer shall pay for time and expenses related to committee work
- The labor-management committee shall not adopt or implement policies that circumvent the collective bargaining process.

CWA Negotiated Stress Relief Labor-Management Committees

AT&T Midwest

The Customer Service Response Team is a committee comprised of equal number of members representing the union and the company. The committee shall discuss matters related to scheduling, adherence, stress, monitoring, sales, among other issues. The committee shall meet quarterly.

AT&T Mobility (Districts 1, 2-13, 4, 7, 9)

The 2013 agreement established a joint committee “to discuss enhancing all aspects of job satisfaction.” The committee shall consist of ten members (five management and five union) to discuss strategies to improve job satisfaction. Employee representatives shall be paid for time and expenses incurred for committee work. The Committee shall provide joint recommendations to the company and union in an executive report within six months after it is formed.

AT&T Southwest

The Service Representative Review Committee includes three service representatives, a local union officer, two managers, and the VP of Sales Channel to discuss methods to improve sales and reduce employee stress and turnover. In the past, the Service Representative Review Committee's recommendations regarding average handling time measures, closed key time guarantees, sales quotas, emergency time off, adherence, and other issues were tested in a series of pilots and then incorporated into negotiated agreements.

AT&T West

The Quality Work Life Committee includes three members designated by management and three members designated by the union. The committee discusses issues regarding scheduling, adherence/productivity, overtime and work processes to formulate policies to be considered by the union and management.

Verizon California

A joint committee operates to "explore ways to ensure that employees can balance their work and family obligations while maximizing their contribution toward achieving key departmental service and sales goals."

FairPoint

A Joint Quality Steering Committee, composed of representatives from the union and the Company (with membership jointly agreed by the Company and the Union), operates with the objectives to encourage greater employee participation in the conditions of the working environment so that jobs are made more satisfying; to encourage, through employee involvement, development of a corporate culture of quality - doing things correctly the first time - to ensure superior quality service to meet competition and provide opportunities for business growth; encourage the initiation, growth and perpetuation of cooperative activities and to sponsor the continuing exchange of useful information between the parties; recommend long-range plans and strategy for Quality of Work Life and Quality Work approaches and their integration into the policies, methods and practices of existing and new organizations; and encourage all levels of Union and Company organizations to recognize that their involvement is absolutely vital and necessary for the success of these joint efforts.

Pawtucket Times

A joint committee composed of representatives of the publisher and the union develops health and welfare programs, including, but not limited to, stress management. The committee develops and schedules programs, paid for by the publisher and on the premises of *The Times*.

CWA Research Department
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