This agreement between AT&T Mobility Services LLC and AT&T Customer Services, Inc. (hereinafter and collectively referred to as the "Company" or "Management") and all Districts of the Communications Workers of America (hereinafter the Union) outlines the understanding reached by the parties regarding temporary and limited participation in the AT&T U.S. Flexible Workplace Program for all employees covered by the Orange, Black, Purple and Green regional 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.

In exchange for the Company's agreement herein, the Union hereby agrees that it will not seek to utilize this agreement as evidence with regard to any action to combine any of the regional labor agreements or accrete any bargaining unit members from one agreement to another. The Union further agrees that any action taken by the Company regarding this agreement shall not be viewed, argued or deemed as a waiver by the Company relating to any articles or provisions under the relevant regional labor agreements, including but not limited to the Company's management rights, basis of compensation or safety provisions contained therein.

## 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 continue immediately upon the signing of this agreement until 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. 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.
- 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 applicable regional 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:

Michael Keith Vice President

**Mobility Labor Relations** 

June 19, 2020

Date

Dennis Trainor

Vice-President

Communications Workers of America

June 19 2020