

Justice on the Job: Protections against Abusive Monitoring, Adherence, and Sales Quotas in CWA Contracts

Background

Abusive and stressful working conditions make workers sick. Studies have found that monitored workers report more musculoskeletal problems, headaches, tension, anxiety, depression, anger, fatigue, and boredom than non-monitored workers (University of Wisconsin/CWA, 1990) and that overtime, monitoring, and increasing work pressure and workload lead to repetitive motion problems (National Institute for Occupational Safety and Health, 1992).

Over the years, CWA has successfully bargained limitations against abusive monitoring, average work time/customer serving time, unrealistic sales and service quotas, and guaranteed closed key time. This paper summarizes some of these protections in our agreements.

- **Electronic Monitoring**

While an end to monitoring remains our goal, we have negotiated restrictions that protect our members against the worst abuses and effectively ban secret monitoring of voice conversations. The challenge today is to extend protections to call recording and tracking of computer screens and keystrokes.

Protections against monitoring that we have negotiated into our contracts include prior notification, prompt feedback, and prohibition against discipline solely as a result of monitoring, and limits on the number of monitored calls or monitoring sessions.

The AT&T contract requires prior notification the day sampling occurs; employee option of remote or side-by-side monitoring; monitoring within the employee's work area; and prohibition against discipline as a result of individual service sampling except for gross customer abuse, fraud, violation of privacy of communications, or when development efforts have not been successful.

In 2002, CWA negotiated an agreement with AT&T on call recording. Call recording cannot be used for evaluation or appraisal, but is limited to training purposes only; time for call recording must be posted on the employee's schedule and not exceed four hours in length; recorded calls and screens must be reviewed by/with the employee before the end of the next tour; and the employee has the option of deleting the calls and screens after review or saving them for a short time for training purposes only.

Agreements with the SBC companies, Qwest, and BellSouth include many of these provisions. The agreement with SBC-West limits monitoring of service reps to 10 calls per month, no more than two days per month, and no more than one session per day; allows simultaneous monitoring for coaching only; and requires the company to provide feedback to the monitored employee within 24 hours. The agreement with SBC-West limits monitoring of operators to 50 calls per month for Directory Assistance, no more than three days per month, and no more than one session per day.

The SBC-Midwest contractual protections requires pre-notification to the individual of evaluative monitoring; the right to select side-by-side or remote observations where facilities permit (although employees may lose these protections if performance is below expectations); caps on monthly monitoring sessions; and right to request work time to review the results. Service monitoring and diagnostic monitoring to determine overall level of service are not to be used for performance evaluation.

The SBC-East monitoring agreement covers commercial/marketing (service reps), not operator services. At SNET, individual employee observation is limited to 2-10 calls a month, and an individual can only be monitored a maximum of three days a month. The Company must provide advance notification to individual employees, except to employees that are below expectation on specified performance measures (the loss of pre-notification continues for two months). Supervisors must review non-taped calls within 24 hours, and recorded calls by the end of the month. Service monitoring cannot be used for evaluation.

At SBC-Southwest, a monitoring MOA requires individual notification that voice monitoring is taking place; provides employees the option of side-by-side or remote monitoring; and requires prompt feedback by the end of the next tour. The Company has the right to secret monitoring for employees who fall

below performance expectations. Monitoring results cannot be used for disciplinary purposes except for gross customer abuse, fraud, violation of privacy, or failure to meet performance expectations. Notification is not required on service measurement monitoring, which can be used for developmental purposes (but not appraisal).

CWA monitoring agreements with Verizon-Mid-Atlantic and Verizon-Northeast require face-to-face feedback by the close of the next business day; limit monitoring to the scheduled workday (not overtime); and limit the annual number of evaluative monitoring sessions to 20 for those who “exceed requirements,” 30 for those who “meet all” requirements, and 40 for those who “need improvement” or below.

The Verizon-California agreement requires results of monitoring to be averaged so that an employee is not adversely impacted by the evaluation of a single call.

The agreement also requires specific monitoring/recording guidelines, including minimum and maximum number of monitoring/recording sessions. Information obtained from monitoring is to be used for coaching and training purposes, except in instances of violation of customer privacy or company code of conduct, fraud, or customer abuse.

The Qwest contract requires prior Union notification of any form of electronic data gathering.

At BellSouth, employees have the right to use what is called a “Get Out of Jail Free” card one time to protect against discipline as a result of monitoring. The language reads: “Employees will not be disciplined for customer abuse, non-compliance with any applicable legal or regulatory requirements or violation of secrecy of communications on the first occurrence.” The BellSouth operator services agreement defines “gross customer abuse” as “verified cutting-off of customers and use of abusive or sexually explicit language during the customer contact.”

The US Airways contract requires feedback no later than the next scheduled day and prohibits discipline as a result of call monitoring except for gross misconduct, fraud, violation of privacy, or when developmental efforts have not been successful. The company must inform the Union of any changes in evaluation criteria used in monitoring.

The CWA “orange” contract (which covers CWA units at Cingular in CWA Districts 1,2,4,9, and13) requires that Cingular provide feedback on monitoring within 48 hours.

- **Scripting**

Scripting interferes with the ability of the employee to take charge of the contact. All too often, employees may face discipline for making a professional decision about whether or not to offer a product in a particular situation. Sometimes innocent errors are misclassified as mistakes of “integrity,” also subject to discipline.

Protections against abusive scripting include negotiating a call-flow process that limits the number of items a rep must cover on a call; coaching as an alternative to discipline; and advance notification and other protections discussed in the monitoring section above. At SBC-Midwest, employees with unsatisfactory performance on the call-flow process retain the right to transfer to non-sales positions. At BellSouth, an employee cannot be disciplined if they bridge to sales on 75 percent of calls.

- **Closed Key Time and Adherence**

Guaranteed closed time helps reduce stress in the call centers, while allowing reps/consultants time to do off-line paperwork or call backs that are essential to good customer service.

CWA contracts with Verizon-Mid-Atlantic and Verizon-Northeast guarantee 30 minutes closed (off-line) time per day on Tuesdays through Saturdays to perform productive work dealing with customer-related issues.

As a result of a union/management Service Representative Task Force, CWA reached agreement with SBC-Southwest that assures at least 30 minutes closed key time at least two times per week for each service representative. The same agreement states that numerical measurement of adherence will not be part of the appraisal plan or any incentive program; individual adherence results will not be compared to others; and adherence results will not be publicly posted.

At Verizon-New Jersey, adherence performance measures are based on team performance, not on an individual basis.

- **Average Work Time (AWT) and Customer Serving Time (CST)**

The elimination of average work time (AWT), average handle time (AHT), customer serving time (CST), and other time measurements continues to be a CWA goal. In the meantime, we have negotiated protections against abuse.

At SBC-Southwest, CST and AHT cannot be used as the sole measure of employee performance; no employee can be placed on discipline or terminated solely for unsatisfactory CST; employees with unsatisfactory performance remain eligible for transfer. The practice at SBC-Midwest on AHT for service reps is similar (although there is no contractual language). AT&T and Verizon contracts contain similar protections.

The Verizon-Mid-Atlantic and Verizon-New Jersey contracts protect operators against “discipline solely on the basis of the operators’ average work time (AWT) per call performance.” (The Verizon-Mid-Atlantic language applies only to “experienced operators.”) The language states that an operator’s performance for performance appraisal shall be based on “the appropriate level and balance of customer satisfaction, revenue generation (where appropriate), cost performance and dependability.” The AT&T contract contains similar language.

- **Sales Objectives/Targets**

Unrealistic sales targets and sales objectives create high levels of stress and can result in unfair termination and discipline.

In general, CWA bargaining goals on sales objectives include: 1) no discipline for unsatisfactory sales performance; 2) set sales objectives for team, not individual; 3) set sales objectives at realistic levels and do not adjust them upwards throughout the year; 4) adjust sales objectives for all time off-line, Union business, leave, etc.; and 5) remove sales performance as a factor in transfer requests.

At SBC-West and SBC-Midwest consumer, there are no sales quotas. Sales goals may be set, but employees cannot be disciplined for failure to meet sales goals. At SBC-East, service reps are not subject to discipline for failure to meet sales objectives or sales targets. At SBC-Southwest, employees cannot be terminated for unsatisfactory sales performance, nor can they be refused the opportunity to transfer to a non-sales position because of unsatisfactory sales performance.

At SBC-Southwest, sales objectives that are part of the appraisal must be adjusted for contractual time off the job. At SBC-Midwest business, adjustments are made for some types of contractual time off.

At Verizon-Pennsylvania, as a result of a settlement agreement between the Office of Consumer Affairs and the company, service reps cannot be rated unsatisfactory for failure to meet sales objectives/quotas. In Verizon-Mid-Atlantic, sales results cannot be the sole basis for discipline. The Verizon-Mid-Atlantic and Verizon-Northeast agreements require pro-rated adjustment to sales objectives for employees in training, Union time, FMLA-certified absences, and other contractual and other specified time off the job. In these contracts, service reps that are not meeting sales objectives can transfer to non-sales jobs.

Some Verizon-West contracts, including Verizon-Southwest, require adjustment of objectives and pay-out for sickness, union business, and other unpaid absences of 5 days or more, and adjustment of objectives (but not pay-out) for vacation and union leave of one or more days, and for training, jury duty, military leave, and other company-paid absences of 5 days or more.

The Cingular agreements adjust quotas for vacation, company-mandated training, and Union leave when time off totals 40 or more hours in a month.

Despite protections in many contracts against using sales objectives as disciplinary tools, the constant pressure from managers to sell, sell, sell in combination with abuses of monitoring protections and scripting continues to create a pressure-cooker sales environment for service reps.

▪ **Stress Committees**

CWA has negotiated joint committees at SBC and Verizon bargaining units to address service rep and operator service issues. These committees have been effective in solving problems and reaching agreements to improve working conditions for our members.

At Verizon-East, CWA reached agreement to form a joint committee to address attendance issues. CWA worked with AT&T on a joint committee to address subcontracting of consumer customer care.

At SBC-Midwest, CWA negotiated an agreement to establish Company/Union Customer Service Response Teams in consumer, operator services, and business communication services. Each joint committee meets at least four times a year to discuss service levels, performance standards, AWT/CST, monitoring, adherence, job stress, sales objectives, training, vacation scheduling, employee attitudes, staffing, and other appropriate issues.

At SBC-East, CWA negotiated a joint problem-solving team to address service rep job pressures, including adherence, sales, time off, and other issues and a joint committee to address monitoring and other issues in operator services.

The CWA “orange” contract with Cingular establishes a labor-management committee to look at ways to improve working conditions in the call centers.

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