

REMOTE WORK

A REVIEW OF
UNIONS' COLLECTIVE
BARGAINING
RESPONSE



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INTRODUCTION

The Covid-19 pandemic turned workers' routine of going to the office into a public and individual health risk. In response, governments around the world encouraged—or required—workers to stay at home, and employers quickly moved to remote work en masse.

For example, the OECD found that during the pandemic's peak [over 50 per cent of employees](#) in highly digitalized industries, including UNI Global Union sectors like information, communication and technology-related services as well as in financial services, were working remotely.

Though pandemic restrictions have loosened or faded away entirely, the shift to remote work has endured. A global survey of employers found that [90 per cent of all employers](#) are either implementing already or considering the adoption of a remote work policy for at least some staff. Another global survey projects that the percentage of workers who work remotely at least some of the time could double from [16.4 per cent to 34.4 per cent](#).

With the rise of remote work comes new problems and new opportunities, to which trade unions responded with a renewed vigour through collective bargaining.

UNI has, in turn, stepped up to support unions as they negotiate on behalf of remote workers, very often for the first time. In February 2021, UNI launched its [key principles to advance remote workers' rights](#) at a virtual symposium, bringing together unions and workers from around the globe to apply real-world examples of the principles. In September 2020, UNI produced a [trade union guide to algorithmic management](#) as performance monitoring algorithms were increasingly being employed in workers' homes during the pandemic.

More recently in September 2022, a UNI conference for contact centre unions addressed strategies for organizing the increasing numbers of remote workers in this growing industry. The conference included a preview of a comprehensive academic review on the mental and physical impacts on workers working remotely, commissioned by UNI and set to be released in January 2023. The global union has also supported remote workers who are organizing against invasive surveillance and unsafe conditions at companies like call centre giant Teleperformance.

To further assist affiliates worldwide, UNI has now built a database of union-negotiated agreements and clauses on remote work—119 agreements from 25 countries. All but 16 were negotiated during the pandemic. This report analyses information in this database and provides analysis on how unions have negotiated collective bargaining agreements with regards to remote work.

KEY FINDINGS

- **Sixty-three of the 119 (53%) of the agreements tagged included explicit mention of an employee's right to disconnect.**
- **Five agreements made mention of domestic violence and a willingness to help the victim.**
- **Freedom of association: Over half of the agreements ensure an employee's collective rights will not be affected by working remotely, 18 of the agreements require the company to give the contact details of employees to the union.**
- **Fifty-six of the 119 (47%) agreements cover the compensation of costs related to remote work.**
- **Twenty-one agreements (18%) deal with surveillance and data collection—a growing area of concern for unions as employers globally ramp up monitoring.**
- **Twenty-three of the 119 (19%) agreements state that career development opportunities will be the same for all employees regardless of remote working status.**
- **Four of the 119 (3%) agreements mention how the company would either prevent, assess or control online harassment or bullying in relation to remote work.**

METHODOLOGY

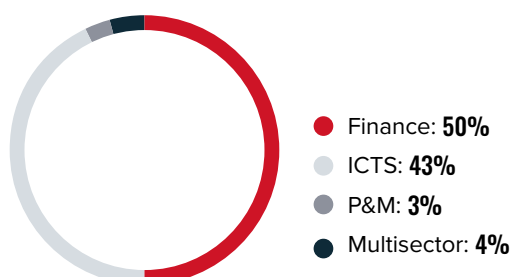
To create the database, UNI asked its union affiliates in the Finance and ICTS sectors, as well as those belonging to the Professionals & Managers (P&M) group, to submit collective bargaining agreements with language on remote work. Unions from 25 countries submitted a total of 119 collective bargaining agreements - 98 with individual companies and 21 sector-wide agreements. A team of reviewers then identified the clauses on the key issues that unions are bargaining around in relation to remote work. These issues/tags were freedom of association, the right to disconnect, health and safety, surveillance, civil liability insurance, compensation, workers' accident insurance, domestic violence, career development and online harassment. The criteria behind why an agreement qualified for a certain tag is explained in each section.

It is important to note that these documents were sent in their native languages and have been translated into English for the purposes of comprehension and analysis. These translations were done electronically and have not been verified by professional translators for validation of the direct translation. Any references to quotes in any document not originally composed in English are taken from these translated versions of the documents and cannot be directly attributed to the unions and social partners that composed these documents. However, the general ideas in these documents paint a picture of the broader concepts that can be found within the database as well as account for their relative frequency. In addition, the final section provides general analysis on observed trends from agreements prior to and after the onset of Covid-19.

NUMBER OF AGREEMENTS IN TOTAL



NUMBER OF AGREEMENTS PER SECTOR



THE RIGHT TO DISCONNECT

63 AGREEMENTS

53%

In our review of the database, 63 of the 119 (53%) of the agreements tagged included explicit mention of an employee's right to disconnect or generally explained the concept without using the exact terminology. To qualify, we looked to see if an employer mentioned that an employee would not be required to respond to work communications outside of their specific working hours. In cases where an employer expressed that this right might be infringed in the cases of a dire work emergency, we believe that these agreements still qualify.

We found over half of the agreements contained language regarding the right to disconnect, however a certain number of these agreements went beyond simply providing their employees with the right to disconnect outside of normal working hours. Clauses that expressed in writing that employees would not be punished or held back from career advancement for exercising their right to disconnect are an example of encouraging full use of this right. Four right to disconnect clauses also explicitly applied to pre-approved absences from work such as vacation and sick leave. Three clauses explicitly applied the right to disconnect to meal breaks during the working day as well.

A few right to disconnect clauses stand out for their comprehensive nature. Specifically, the Spanish collective agreements for the companies Capgemini and Altamira Asset Management explicitly stated that their employees would enjoy the right to disconnect. In article six of the Capgemini agreement, there are sections dedicated to different dimensions of the right to disconnect.

One of these sections, labeled "Communications," details the company's encouraged communications policies such as writing brief and clear emails, including message signatures mentioning that the recipient was not required to respond immediately, preferably using the delayed message sending feature when emailing outside of work hours, and only sending emails to the necessary recipients.

Another section, labeled "Meetings," presses that all Capgemini employees must encourage efficient meetings, prepare pre-determined meeting agendas, keep meetings as short as possible, and recommend that meetings be kept to a 45-minute maximum, with a rest period in between meetings. The Capgemini agreement also ensures that the right to disconnect applies to breaks and that employees will not be punished for utilizing it.

The Altamira agreement's third article recognized that beyond simply having the right to disconnect, meetings should be efficient and held during normal working hours, emails should not be sent whimsically, email delivery should be utilized outside of working hours, and that the right to disconnect applies to holidays, leave, sick leave and leave of absence. Expanding the scope of the right to disconnect and advising employees and management on how to considerably schedule meetings and send emails, are examples of how to include more comprehensive language.

FREEDOM OF ASSOCIATION

61
AGREEMENTS



While freedom of association practices in a remote work environment can take many forms, clauses supporting freedom of association must, at their core, ensure that an employee's collective rights will not be affected by working remotely. In our review of the database, 61 of the 119 (51%) of the agreements that we tagged met this qualification.

Comprehensive freedom of association clauses help facilitate communication between employees and their union and provide helpful information to unions who may no longer be able to communicate with employees directly at the workplace. Clear and supportive policies will minimize disruptions in union-

employee communication in the continuation of remote work. Eighteen of the freedom of association clauses stated that they would provide contact information of their employees or the union to the other party. Eleven of the clauses stated they would provide company IT resources to facilitate meetings between employees and their union. Five of the clauses took an active role in helping ensure that union elections run smoothly.

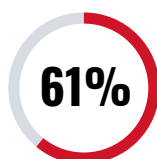
Some of the freedom of association clauses took especially active roles in guaranteeing that employees would continue being able to be represented by their union in a virtual setting. In particular, the Spanish savings banks sector [2021] and insurance sector agreements [2021] are examples of extensive freedom of association clauses. Beyond expressing that remote workers will maintain the same collective rights, the Spanish savings bank sector agreement mandates that companies should identify remote workers and send their contact information to the union on a monthly basis, make sure that employees are aware of company IT available to them for participating in the union, provide private channels for employee-union communication, and guarantee the participation and voting rights of employees during union elections.

The insurance sector agreement also states that remote workers shall have the same collective rights as their in-person counterparts. Additionally, the agreement explains that remote workers' participation and voting in union elections will be guaranteed, a virtual bulletin board for union messages will be implemented, and employers must provide the union with employees' contact information. These clauses are examples of agreements of employers taking up an active role in ensuring freedom of association.



HEALTH AND SAFETY

72
AGREEMENTS



To assess whether collective bargaining agreements contained clauses on employee health and safety, at a minimum, agreements had to articulate how employees would be expected to continue following employer health and safety regulations or maintain a safe workplace even in their own home. In our review of the database, 72 of the 119 (61%) of the agreements that we reviewed met this qualification. This was the highest percentage of any of the issues that we considered.

However, simply stating that employees must follow company health and safety regulations while working at home is a passive consideration of employees' health and safety. More active clauses on health and safety considered the company as having an active role in helping to protect employees' health and safety, and especially regarding specific risks caused by remote work such as social isolation and musculoskeletal problems. We found that six of these 72 clauses considered these psychosocial risks in some way, whether that was by conducting reports on how to protect employees' mental health, checking in on employees, or stating they would take an active role in preventing these issues. Eight of these clauses also mentioned that employees must have an ergonomic workstation. Eleven of these clauses mentioned training to be completed by the employee that provides information on how to maintain their health and safety while working remotely.

Some agreements, such as the Romanian finance sector agreement [2021] and the Brazilian banking company agreements, from companies Banco Bradesco [2021], Banco do Brasil [2021], and Banco Itau [2020] stand out. The Romanian finance sectoral agreement asserts that companies should "protect the physical and mental health of employees and ensure that there is a balance between their work and private lives."

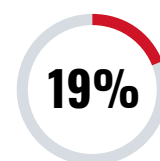
In addition, the agreement specifies that companies must provide employees with training on how to remain active during the day and take steps so that employees have regular communication with their colleagues to reduce psychosocial risks associated with isolation. This active consideration of employees' health and safety—including mental health—and subsequent implementation of training and facilitated communication to prevent social isolation is especially robust among the health and safety clauses we reviewed.

Similarly, the Brazilian banking agreements provide comprehensive sets of guidelines for employees to maintain their health and safety. With regard to physical health, these guidelines include seeking out natural light, reducing eye strain with reflections on the computer screen, maintaining a daily schedule, establishing clear and harmonious rules with roommates with regard to remote work, maintaining hydration, establishing an exercise routine, and reducing use of screens as much as possible. With regard to emotional health, these guidelines include focusing on taking time for yourself by adopting meditation, yoga, reading, or other hobbies when possible, keeping in touch with colleagues to reduce risks of social isolation and remaining calm in the case of internet connectivity issues. In addition, these agreements go into detail on how to maintain proper ergonomics.

Outside of these guidelines, the Brazilian agreements insist that employees observe the company's rules of health and safety at work, mandate that the employee should immediately alert their manager of any health problems and assert that all employees must appear for occasional occupational examinations which assess employees' health. Individually, the Banco de Brazil agreement offers to send their occupational health and safety technical team to assess an employee's workspace at the employee's discretion. These comprehensive sets of guidelines and set of policies portray a unique and active consideration for their employees' health and safety. They provide not just guidance, but also devote company resources to protect employee health and safety, especially with Banco de Brazil's establishment of their occupational health and safety team. As such, these agreements are unique examples of how to approach employees' health and safety during remote work.

CAREER DEVELOPMENT

23
AGREEMENTS



In order for an agreement to qualify as having considered career development opportunities for remote workers, it must at least mention that career development opportunities will be the same for all employees regardless of remote working status. In our review of the database, 23 of the 119 (19%) of the agreements that we tagged met this qualification.

Out of these agreements, we found that four of the 23 agreements made mention of career development opportunities designed or tailored specifically for remote work. Six of these agreements explicitly

mentioned that managerial decisions such as promotion, retention or raises would not be affected by remote work. While these clauses do not assert how they will control for inherent biases in the decision-making process, it is at least important that the company asserts that evaluation criteria and opportunities will remain the same for remote workers.

Among these documents, one agreement stood out for its comprehensive nature on career development opportunities for remote work. The Italian National Protocol [2021] on remote work makes it clear in its Article 9 that working remotely will not affect “the existing contractual elements such as level, duties, professional classification, and remuneration of the worker” in addition to “opportunities with respect to career paths, training initiatives, and any other opportunities for specialization and progression of their professionalism.” This asserts that working remotely will not have an adverse effect on a variety of work-related opportunities and contractual elements from the companies’ perspectives. However, this agreement goes beyond this assertion and makes an explicit claim



that companies will ensure gender equality. To do this, the agreement claims companies will “strengthen services and measures for balancing work and family life for parents and caretakers.” This bolstering of services and measures, which is aimed to assist parents and caretakers, is intended to help women avoid missing out on career development opportunities while working remotely due to their parental status. The Italian National Protocol was the only agreement that made a tangible assertion on how to remedy gender inequality in career development during remote work. In addition, this agreement also expressed that training would be made accessible for remote workers and that some training would be provided specifically for skills applicable to remote work. The comprehensive nature of this agreement covers many different angles of how remote workers may be disadvantaged in terms of career development and seeks to remedy them by providing active solutions to these problems.

DOMESTIC VIOLENCE

5 AGREEMENTS

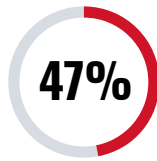
4%

For an agreement to qualify for being tagged for domestic violence, the agreement needed to make some mention of domestic violence in relation to remote work and express willingness to assist that employee. In our review of the database, five of the 119 (4%) of the agreements that we tagged met this qualification.

Out of these five agreements that mentioned domestic violence, four of them state that the company will seek to transition victims of domestic violence back to in-person work at their request. Two of these agreements take on responsibility as employers to control and pay attention to risks related to domestic violence. One of those agreements, the Australian First Super Collective Agreement [2022], which fell into both of those categories, also mentions that employees who are victims of domestic violence will be able to take ten days of paid leave. This flexible and confidential paid leave will not invalidate other existing leave entitlements and proof will usually not be required in order to exercise it. This agreement’s flexible, robust, and considerate policies for victims of domestic violence are examples of how companies can support remote workers, and employees in general.

COMPENSATION

56
AGREEMENTS



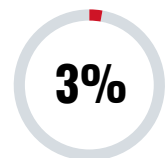
For an agreement to qualify for being tagged for compensation, it generally stipulated either that the employer would provide all equipment needed for remote working and/or cover the costs associated with remote working. Furthermore, agreements that provided a lump sum and other benefits for remote workers were also considered. In our review of the database, 56 of the 119, or 47%, of the agreements that we tagged met one of these qualifications.

With regard to what these agreements were actually compensating remote workers for, we found that seven of these agreements provided some sort of lump sum payment to the remote worker for supplies related to remote work. Twenty-four of these agreements provided a general monthly allowance for remote work expenses. Twenty-nine of these agreements financed or provided remote work equipment such as keyboards, desks, monitors, mice, and desk chairs. Lastly, four of these agreements provided meal vouchers or direct compensation for food for their employees to utilize when working from home.

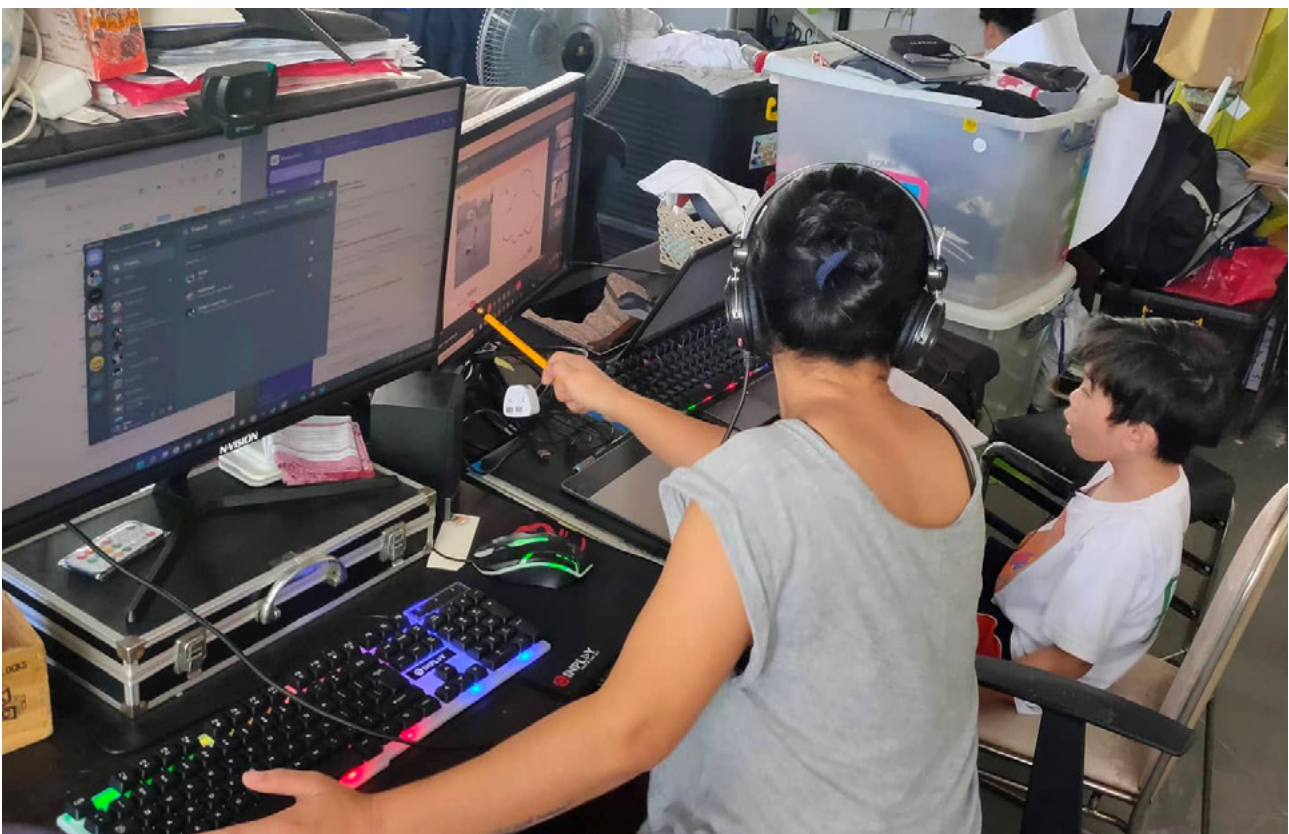
An agreement that stood out among the rest for its comprehensive compensation clause was the Italian Generali company agreement [2021]. The agreement guarantees all remote workers suitable IT equipment. Beyond that, the company will pay remote workers an annual lump sum allowance of 300 euros. In addition, upon the enforcement of this agreement, the company would pay 500 euros to all of their employees who remotely worked during the company's impromptu adoption of remote working in response to the Covid-19 pandemic. Lastly, the company will issue meal vouchers to employees on days that they are remote working.

CIVIL LIABILITY INSURANCE

4
AGREEMENTS



For an agreement to qualify for being tagged for civil liability insurance, the agreement had to make some mention of civil liability insurance and how it would work in the context of remote work. In our review of the database 4 of the 119 (3%) of the agreements that we tagged met this qualification.



Out of these four agreements, one of these agreements expressed that remote workers would be covered by their company's professional liability insurance policy. Two of the agreements stipulated that the company's civil liability insurance would cover claims resulting from company provided equipment. One of those two agreements mandated that remote workers would first need to inform the insurance company that they were working remotely in order for them to submit a claim to the insurance policy. The fourth agreement, the Austrian Remote Work Agreement [2022], specified that the Austrian Employee's Liability Act would be extended to relatives of the remote worker.

SURVEILLANCE

21
AGREEMENTS



For an agreement to qualify for being tagged as having contract language on surveillance, the agreement had to mention how employees would or would not be virtually surveilled while remote working or provide information on how remote workers' data would or would not be used. Both of these qualifications fit under the concept of surveillance in relation to remote work, as both data generated by remote work and digital monitoring of employees can be used to assess remote workers. In our review of the database 21 of the 119 (18%) of the agreements that we tagged met this qualification.

Out of these twenty-one agreements, six of them assert that employers must ensure the protection of remote workers' data. Four of these agreements express that the employer has the right to utilize this data. However, three of those agreements mention that the companies must provide notice in advance to utilize any remote worker's data.

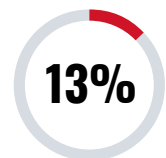
With regard to monitoring, eight of the surveillance-tagged agreements assert that the employers may monitor remote workers' devices in some way. Three of those eight agreements state some sort of stipulation on the employer's use of monitoring. In one case, these stipulations included that the employer must notify remote workers in advance of planned surveillance of their devices and also that the employer could not discipline any employee based on information gathered from their monitoring of employee devices except in cases of "gross misconduct, customer fraud, fraud."¹

Another agreement expressed that monitoring of remote workers was to occur only when compulsory under the National Personal Data Act.² The last agreement simply stated that monitoring would "comply with the

principles of suitability, necessity, reasonableness, and proportionality."³ Outside of considerations about monitoring, out of the twenty-one agreements with language on surveillance, six of these agreements also assert that the employee has a right to privacy.

WORKERS' ACCIDENT INSURANCE

15
AGREEMENTS



For an agreement to qualify for being tagged for workers' accident insurance, the agreement had to discuss this coverage in the context of remote work. In our review of the database, 15 of the 119 (13%) of the agreements that we tagged met this qualification.

All of these 15 documents express that workers' accident insurance will extend to remote work. As expressed by one agreement, which is representative of the rest, "employees who join the telework scheme in accordance with this CLA are covered by the employer's insurance law on working days and during normal working hours. The teleworker follows the normal procedure in this respect and informs the HR department and their manager without delay."⁴

Clauses concerning workers' accident insurance generally stipulated that the insurance policy would cover teleworking employees during working days and normal hours and at their confirmed working location. Generally, these clauses specified that employees would follow the same procedure as in an office environment, such as by notifying their manager immediately through the proper communication channels.



1 Australia First Super Company Agreement [2022]

2 Norway Telenor Company Agreement

3 Spanish Iris Global Company Agreement [2022]

4 Ikea Belgium Company Agreement [2021]

ONLINE HARASSMENT

4 AGREEMENTS

3%

For an agreement to qualify for being tagged for online harassment, it had to mention how the company would either prevent, assess, or control online harassment or bullying in relation to remote work. In our review of the database 4 of the 119 (3%) of the agreements that we tagged met this qualification.

These four agreements take slightly different approaches to considering online harassment during remote work, but all generally take active steps to combat it within the virtual work environment. One agreement specifies that the company will “identify, assess, and control... risks arising from work from home arrangements by bullying.”⁵ One of the agreements mentions that by ensuring remote workers have communication with their co-workers, it will reduce the risks of online harassment.⁶ Another agreement makes specific mention of “sexual harassment and harassment based on gender” and seeks to address it by “integrating preventive activity in the company and adopting all necessary measures to protect the health and safety of (tele)workers.”⁷ In general, these agreements had the company take an active stance in the prevention of online harassment, even if their general protocols were not detailed fully.

However, an agreement that stood out among the rest for its comprehensive online harassment clause was the Telefonica company agreement [2021]. This agreement states that, “the company must adopt all necessary measures as it represents unacceptable behaviour and a clear breach of the duty of contractual good faith, guaranteeing due respect for the dignity of all workers.” To this point, the agreement adopts a zero-tolerance policy for any cyber-bullying during remote work. The agreement also makes specific mention of sexual harassment and discriminatory harassment as being considered online harassment. To clearly define these terms, the agreement provides a definition and a delimitation of possible conducts that the agreement perceives as online harassment.

Lastly, the agreement establishes that any cases of online harassment will be dealt with in the same manner that the company deals with harassment according to their standard collective bargaining agreement. By having the company establish an active role in preventing clearly defined cases of online harassment, that explicitly includes both sexual and discriminatory harassment, and then detailing a direct procedural outcome, this agreement is a comprehensive example of how to deal with online harassment in the context of remote work.



PRE/POST PANDEMIC ANALYSIS

The comprehensiveness of collective agreements and clauses relating to remote work increased after the Covid-19 pandemic. Of the 119 collective bargaining agreements we reviewed, only 16 were written before the pandemic. Half of the pre-pandemic agreements included clauses relating to health and safety. None of the pre-pandemic agreements addressed domestic violence or online harassment. Half of these agreements provided compensation for working from home. One agreement had a clause relating to injury compensation for workers' accidents. Six of the agreements contained clauses providing for freedom of association. Clauses with provisions for insurance appeared in three agreements and right to disconnect was also recognized in three agreements. Language surrounding surveillance, career development and civil liability insurance was found in two of the sixteen pre-pandemic agreements. UNI believes that these agreements will continue to multiply and that this remote work database will help unions negotiate the strongest possible agreements.

⁵ Australian First Super Company Agreement [2022]

⁶ Romanian Financial Sector Agreement [2021]

⁷ Spain Zurich Company Agreement [2020]

BUILDING OUR COLLECTIVE POWER WHILE WORKING REMOTELY

A message from UNI Global Union General Secretary Christy Hoffman

This database is a first step towards enabling all of UNI's affiliates to have the most up-to-date information when they negotiate with employers on remote work. Every union should have access to the best language in all of the key areas so that there is no need to reinvent the wheel every time a union approaches the bargaining table. Collective bargaining around remote work is new for most unions, and it is clear from the agreements within this database that unions have taken the challenge seriously.

UNI unions are making progress in many critical areas and most importantly as pioneers in this relatively new area of industrial relations.

Unfortunately, too many workers in a remote status do not have a union or a collective agreement, and we are concerned about their access to union representation, which becomes much more difficult without a worksite and its relationships. Another red flag is the practice of intensive surveillance and monitoring, especially in the case of full-time remote workers. This has exploded along with the new software tools that make it easier and less costly for companies to engage in invasive micromanagement.

We expect that this area will see a fair amount of development in the future both in the context of bargaining language, as well as regulation over privacy and workers' rights.

We encourage all UNI unions to contribute their remote work collective bargaining provisions to this database so that we can continuously update it.

My thanks go to UNI's Finance, ICTS and P&M sectors for their work to make this project a reality to benefit all of UNI, to Professor Jason Judd of Cornell and his students for volunteering their time to review these agreements and to all of the unions who contributed their work.

Acknowledgements

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