Abortion Model Collective Bargaining Agreement Language

With thanks to CWA/TNG for the language

Insurance Coverage

Section 1.
All health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive health care services, including contraceptives, abortion services (procedural and pharmaceutical) and gender-affirming care. All plans shall include coverage of telehealth services, including treatment by out-of-state providers within the insurance plan network.

Section 2.
If any law prohibits core coverage for any of the required services in Section 1. under a health care plan offered to bargaining unit members, the employer shall provide an insurance rider to cover the services at no additional cost to bargaining unit members.

Section 3.
If the employer is prohibited by law from providing a rider or there are no providers offering the above services within the plan network, the employer shall cover costs for insurance plan participants to receive care from out-of-network providers at in-network coverage rates. In addition to direct medical expenses, the employer shall cover all travel expenses that are necessary to receive such out-of-network services. The employer shall maintain a fund for such purposes that is administered by the health care plan or another third party that will not share any identifying participant information with the Employer.

Reimbursement for Other Out-of-Pocket Costs

The employer shall contribute the maximum amount allowed by IRS regulations ($500 effective June 2022) to a health care FSA on behalf of each bargaining unit employee. Employees may, but are not required, to contribute pre-tax dollars to the FSA. The employer will further match employee contributions. Unused funds at the end of the plan year shall roll over to the next plan year as allowed under federal regulations. If rollover of funds is no longer allowed by regulation, the employer shall provide the maximum allowable grace period for spending of FSA funds.

Privacy of Health Information

If proof of illness or medical treatment is required under the circumstances and in accordance with negotiated policies, the required documentation shall not include a diagnosis or type of treatment. Documentation shall only include the patient’s name, provider’s name, provider ID number, phone number, date of service and any dates for which the provider recommends time off from work. Supervisors and other employer representatives may not ask the employee for a

reason for the use of sick time or whether it was to care for the employee or an eligible dependent.

In addition to any requirements that may apply under HIPAA, employee health information received by the employer is strictly confidential and must be maintained in a confidential medical file that is maintained separately from the employee's personnel file. Such information shall not be disclosed or used for any purpose other than as necessary for the administration of benefits such as health care, sick time, FMLA.

The Employer shall not engage in surveillance of employee actions or communications in any medium or context, whether private or job related, concerning health care or other private medical matters.

If the Employer is served with a subpoena or any other legal process seeking access to employee health information, the Employer shall immediately notify the employee in writing.

Anti-Discrimination

Section 1.
No employee shall be subject to discrimination, retaliation, discipline or any other adverse employment action, including but not limited to changes in terms and conditions of employment due to disclosure of employee health care information or for seeking to access, receiving or contemplating abortion or other reproductive or gender-affirming health care, or discussing or disclosing the above. The forgoing provision shall apply irrespective of the legal status of the health care contemplated, sought or received in any state. The forgoing provision shall not undermine or limit any other contractual right or benefit pursuant to this agreement and shall not undermine or limit the job security provisions of this agreement.

Section 2.
The Employer shall not abridge or limit employees' rights under the National Labor Relations Act pursuant to any Employer policy, such as a social media or ethics policy, with respect to any public statements made by employees, including activity on social media.

Alternatively:
Employees have the right to communicate on social media with co-workers, the union and the public for mutual aid and protection. Employees have the right to speak candidly and critically on social media about union activity, terms and conditions of employment, collective bargaining, treatment by supervisors, personnel policies and contract terms, and complaints, grievances or litigation regarding working conditions.

SEVERABILITY

If any provision of this Agreement shall be adjudicated illegal or in violation of any law, such adjudication shall not invalidate any other portion of this Agreement nor relieve either party from

their obligations and liabilities under this Agreement, and the remainder of the Agreement shall continue in full force and effect. In the event any provision of this Agreement is ruled illegal, the parties agree to promptly meet for the purposes of bargaining over lawful substitute provisions that effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law. If the parties are unable to reach an agreement on substitute provisions within XX days, either party may submit the matter to expedited arbitration. Notwithstanding any other provision of this Agreement to the contrary, the arbitrator to whom a dispute under this Article is submitted shall have the authority to modify this Agreement to the extent necessary to effectuate the intent of the parties' original terms to the fullest extent possible while in compliance with applicable law.

PRIVACY (General)

Section 1. The Company will not search the personal email accounts, private social media accounts, private data or other private personal electronic communications accounts of employees.

Section 2. Employees will not be required to disclose personal account names, usernames or passwords to the Company.

Section 3. In the event of a subpoena or lawsuit, and if permitted by law, the Company will immediately notify the employee and the Guild of the need to access personal employee accounts, data or credentials under this Article.

Section 4. Employee-Owned Devices. The Company is prohibited from surveilling, searching, inspecting or tracking employee-owned devices.

The Company shall not search the personal email accounts, private social media accounts or other personal electronic communications accounts of employees. It is understood that this provision is not intended to cover publicly accessible information or accounts to which the Company has been invited to connect (provided the account being invited to connect is clearly identified as a Company or management account at the time of invitation), nor shall it prohibit the Company from following publicly available accounts, feeds or the like. Employees shall not be required to invite or accept anyone to connect to their personal accounts, nor to make their personal accounts public.

Employees shall not be required to disclose personal account names, usernames or passwords to the Company. Notwithstanding the foregoing, as part of the process to defend against a lawsuit, to the extent accessing employee personal accounts is relevant to the defense of the lawsuit, employees may be required to disclose such information to Company counsel so that Company counsel may perform a search; provided, however, that Company counsel shall not disclose to the Company any information unrelated to defense of the lawsuit.

Section 5. Company-Owned Devices. The Company shall disclose any and all surveillance software installed on company-owned devices upon providing the devices to employees. The

Company will not use company-owned devices to geographically track employees. Employees will not be disciplined for the personal use of Company-provided equipment and devices.

Section 6. Social Media. The Company does not own and shall make no claim under any federal, state or local law or otherwise of ownership of any social media account (or any aspect of such account) created or operated by a bargaining unit employee (i.e., Twitter, Facebook, Instagram, TikTok, etc.), except (a) any social media accounts originally created by the Company, (b) any social media account created by a bargaining unit employee at the direction of the Company. The Company shall not direct employees to use their personal social media accounts for Company business. However, employees may voluntarily use their social media accounts to share, promote and publicize the Company's content. Such voluntary use shall not create for the Company any right in any employees' social media account, or any part thereof.