



**Telecommuting Agreement
Regional Advice, NW Region
January 20, 2015**

This agreement is between Kaiser Permanente (KP), the Oregon Federation of Nurses and Healthcare Professionals (OFNHP), for the Regional Advice Nurses (RAN). The agreement is formulated and based on the current technology and environment and may need to be modified in the future. This agreement will continue until August 30, 2015, where the parties will have one month to reopen the terms and conditions of Telecommuting for RAN by giving the other party written notice. If neither side reopens, this agreement continues. If a party opens the agreement, the status quo is maintained pending negotiations.

Purpose of Telecommuting Program is to:

- Maximize and facilitate fulfillment of the KP Mission
- Enhance employee recruitment and retention
- Optimize KP space and equipment utilization

A. Telecommuting Parameters – General Guidelines

1. Telecommuting is a cooperative agreement between a manager and an OFNHP bargaining unit employee (referred to as "Telecommuter"). Telecommuting is a privilege, not an entitlement. All telecommunication agreements will be voluntary. The following criteria is required to qualify for telecommuting:
 - a. Average handling time will be at or below department average – reviewed quarterly.
 - b. Ability to take four (4) or more calls per hour, assuming there are calls in the queue.
 - c. Quality scores at a passing score using the current NICE scoring system – reviewed quarterly.
 - d. Employed at RAN for a minimum of two (2) years.
 - e. Corrective action level one might be a disqualifier however a discussion between the manager, steward and employee would determine this. The employee has the right to choose their own steward.
 - f. Must be coded a minimum of 20 hours per week. If coded less than 20 hours a week, must maintain a Benefit Average Hours (BAH) of 20 hours per week.
 - g. Telecommuter must manage child care, other dependent care, and personal responsibilities in a manner that allows job responsibilities to be successfully met.
 - h. OFNHP Stewards that telecommute will arrange for meetings with the employer to be at mutually agreeable times.

- i. When it has been established that a RAN employee meets the above criteria, seniority order (the most senior employee first) will be used when placing employees in the telecommuting program.
 - j. Will not include Charge Nurses or nightshift RNs.
2. Telecommuters may be removed from the telecommuting program for any of the following reasons:
 - a. There is a violation of the telecommuting agreement
 - b. Just cause
 - c. Non-personal operational reasons such as an overall program removal or a reduction in force.
 - d. Qualifying criteria has not been met. ie average handling time or NICE QA scores below passing level when reviewed quarterly.
 - e. Management may temporarily cancel or modify the arrangement without notice to the Telecommuter during a state or federal emergency situation, such as natural disasters or infectious disease pandemics.
 - f. Management will discuss with OFNHP steward their intent to terminate an agreement with a Telecommuter.
 - g. Each recalled Telecommuter will be given time to requalify for going back to Telecommuting. This length of time will be determined on a case by case basis depending on the circumstances surrounding the recall.
 - h. May be recalled due to technical difficulties - 3 times or more in 6 months.
 - i. If the telecommuter is placed on a level one or level two corrective action, the manager, steward and telecommuter will have a discussion to determine if the corrective action is grounds for removing the employee from the program. The employee has the right to choose their own steward. Level 3 corrective action or higher is an automatic removal.

B. Telecommuting Schedules

1. Telecommuting schedule will be employee's current position and regular schedule.
2. Extra shifts will be awarded per contractual language.
3. Overtime and Double time shifts will be granted per contractual language.
4. TIME clock in and out will be done by electronic time cards if possible, or TIME system.
5. Telecommuter will submit an electronic time sheet of time worked, including breaks and lunches to the Regional Advice Staffing Office at the end of each payroll period.
6. Telecommuter must rotate into the call center a minimum of one day per pay period as space allows. The day is to be predetermined so as to avoid overcrowding at the call center. This day can be changed by request in writing to the supervisor.

C. Communicating with the RAN Office: Effective communication is essential for the arrangement to be successful. Telecommuter agrees to remain accessible by phone during designated work hours and agrees to the following:

1. Lotus notes must be checked daily.

2. Telecommuter must be logged into SAMETIME during the entire shift, provided system is functioning.
3. In case of a system crash the Telecommuter will text message or call the charge nurse or seek assistance from their supervisor. If after 30 minutes of trouble shooting the system is not functional, the supervisor will decide, based on circumstances, to recall the Telecommuter back to the call center for the remainder of his or her shift. The employee will be paid for the entire shift.
4. Telecommuter must be ready to leave their home office within fifteen (15) minutes of a request to come into the call center. Consideration will be given to number of hours left in the shift, weather conditions, and traffic due to time of day.

D. Home Office: Set-up , Security, Safety, and Ergonomics




1. Telecommuter must have a designated work space at the home that ensures Personal Health Information (PHI) is protected and is conducive to a productive work environment.
2. While not working, Telecommuters lap top and any notes containing PHI must be locked up.
3. Kaiser Permanente will be responsible for installation of dedicated telephone jack (if needed) and internet connection.
4. Telecommuter will be responsible for the month to month costs of internet connection and telephone line (if needed).
5. Kaiser Permanente will provide a workstation with dual monitors, mouse, keyboard, telephone, headset, VPN token, and a cellular phone (if needed).
6. Telecommuter will have a dedicated phone line (if needed) and a wired Internet service.
7. Telecommuter will take all precautions necessary to secure confidentiality of PHI, employee data, KP non-public information, and other KP records and prevent unauthorized access of KP systems from their telecommuting site. Restricted access materials will not be taken from either the normal work location or the telecommuter location without prior consent of the manager. In the event there is an unauthorized access, use of, or disclosure of PHI or other non-public information, Telecommuter must notify his/her manager immediately.
8. Telecommuter understands the importance of a safe, suitable work environment, including factors such as ergonomically appropriate furniture and equipment, adequate lighting and ventilation; and limited trip and fall hazards. This includes distractions. Telecommuter will take the necessary steps to ensure that their alternate worksite is safe.
9. Telecommuter is responsible for the tax consequences and implications of the purchase and installation of equipment, or use of personal home for telecommuting. KP does not advise on these matters.
10. Telecommuter is responsible for ensuring that any additions or changes made to his/her home are in accordance with local zoning and building codes.
11. Telecommuter must bring any accident or injury occurring during work hours to the immediate attention of the manager.
12. Management will inspect telecommuter's home office at the initial set up and may set up a prescheduled visit with two weeks' notice.
13. Company property may only be used for company business. Telecommuter agrees to take reasonable steps to protect any company property from theft, damage, or misuse.

14. Upon completion of the telecommuting agreement or termination of employment, Telecommuter agrees to return all KP property, equipment, records, and materials within 2 weeks of termination of the Agreement. If non-voluntary separation Arrangements will be made for the return of the equipment.
15. Telecommuter will comply with all information security policies, standards, and guidelines related to equipment used at the telecommuting location.
16. Laptop must be carried with you when making any stops between the call center and your home worksite.

E. Liability

1. Telecommuter's at-home or telecommuting work space will be considered an extension of KP work space. Kaiser Permanente will be liable for job-related injuries that occur in the employee's home work space during the employee's working hours and that arise out of and in the course of employment. Nothing in this agreement is meant to waive any rights under Worker's Compensation Law.
2. Employee understands the employee remains liable for injuries to third persons and or members of employee's family on employee's premises. Employee agrees to defend, indemnify and hold harmless Kaiser Permanente, its affiliates, employees, contractors and agents from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorney's fees) resulting from or arising in connection with, any injury to persons or damage to property, caused directly or indirectly, by the services provided hereunder by employee or by employee's willful misconduct or negligent acts or omissions in the performance of employee's duties and obligations' under this agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of Kaiser Permanente.
3. Telecommuter agrees not to engage in employment or other revenue-generating activities that are not a part of his/her KP assignments during telecommuting hours outside breaks and lunches.

Agreement

	<u>2-16-2015</u>
Natasha McLeron, Manager Regional Advice	Date
	<u>2/20/15</u>
Dawnette McCloud, OFNHP	Date
	<u>2/20/15</u>
David Gustafson, HRC Kaiser Permanente	Date