

April 1, 2023

LETTER OF AGREEMENT
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES AND HEALTHCARE PROFESSIONS
(OFNHP)

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") Oregon Federation of Nurses and Healthcare Professionals Local 5017 (Union" or "OFNHP") (collectively, "the parties") are parties to a collective bargaining agreement ("CBA"), which covers employees in the Rehabilitation Service Department (PT, OT and ST)

The purpose of the Telecommuting Program is to:

- Maximize and facilitate fulfillment of the KP Mission
- Enhance employee recruitment and retention
- Optimize KP space and equipment utilization
- Provide clinically appropriate, skilled care that allows for member flexibility and satisfaction

AGREEMENT

The parties agree to the following:

- 1. This Letter of Agreement ("LOA") applies to employees in the Rehabilitation Services Department that deliver direct patient care and administrative support as it relates to direct patient care**
- 2. This LOA shall be effective upon execution.**
- 3. Telecommuting Parameters - General Guidelines**
 - a. Telecommuting refers to working away from the normal workplace on a pre-scheduled basis one or more days per week based on the operational need of the role and is a cooperative arrangement between a manager and OFNHP bargaining unit employee (referenced to as "Telecommuter"). Telecommuting is a privilege, not an entitlement. All telecommuting agreements will be voluntary for staff to participate in with the following guidelines:
 - b. Telecommuter must manage childcare, other dependent care and personal responsibilities in a manner that allows job responsibilities to be successfully met.
 - c. Telecommuter must meet the same quality / productivity standard as required by their role.
 - d. Employee must have successfully completed department training program and validation of skills that includes observation, virtual training and department/KP

onboarding and orientation.

- e. Telecommuting opportunities may not be available for on-call employees.
- f. Employees who are on a current corrective action may not be eligible for the telecommuting program. Employees will not be automatically disqualified but may be subject to be considered on a case by case basis
- g. Employees who are on a current corrective action may not be eligible for the telecommuting program. Employees will not be automatically disqualified but may be subject to be considered on a case by case basis
- h. Telecommuters may be removed from the telecommuting program for any of the follow reasons:
 - i) There is a violation of the Telecommuting Agreement.
 - ii) Operational reasons such as an overall program removal or a reduction in force.
 - iii) Qualifying criteria has not been maintained.
 - iv) Technical problems that interfere with their ability to maintain productivity levels during coded work hours.
 - v) Telecommuter must be ready to leave their home office within fifteen (15) minutes for a request to come into the business office. In case of a computer system malfunction, the Telecommuter will communicate the supervisor/manager. If after 30 minutes of trouble shooting the system is not functional, the supervisor/manager will decide, based on circumstances, to recall the Telecommuter back to the nearest KP facility where they could perform their work for the remainder of their shift. The employee will be paid for the entire shift.

4. Telecommuting Schedules and Communication with Department leadership

- a. Extra shifts will be awarded per contractual guidelines.
- b. The employee will be logged on to all required KP software and systems at their normal start time. If issued a KP cell phone, the employee will have the phone turned on by start time.
- c. Telecommuter may be expected to work from an office to assist in training new team members or complete project work. Expectations to work scheduled shifts at the work site will be communicated per contractual language.
- d. Telecommuting schedule will be employee's current position and regular schedule. Changes to schedules will occur per contractual process.
- e. Virtual attendance, on camera, is expected at UBT meetings, staff meetings, trainings and other meetings mutually agreed upon by management and Telecommuter with the intent of meeting operational needs unless prescheduled for time off.
- f. Effective communication is essential for the arrangement to be successful. Telecommuter agrees to remain accessible during designated work hours
- g. Management may temporarily cancel or modify the arrangement without notice to the Telecommuter during a state or federal emergency, such as a natural disaster or infectious disease pandemics.
- h. Management will discuss with the steward of Telecommuter's choice regarding intent to terminate a Telecommuter agreement.
- i. Telecommuter must check email twice per shift at minimum

- j. Telecommuter must log into Teams (or equivalent) and other relevant systems during entire shift.

5. Home Office: Equipment, Set-Up, Security, Safety and Ergonomics policies, standards and guidelines

Failure to follow may lead to termination of this telecommuting agreement, and/or disciplinary action, up to and including termination. 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. Telecommuters must comply with all KP policies and procedures, including PHI/Security

- a. KPNW will provide a company computer/laptop, monitor, keyboard, mouse, camera and any other required hardware and software.
- b. Telecommuter must have a designated space at the home location that ensures Personal Health Information (PHI) is protected and is conducive to a productive work environment.
- c. Telecommuter must disclose address of telecommuting workspace to his/her manager. If Telecommuter desires to change telecommuting workspace address, he/she must inform management at least two weeks in advance to discuss whether the Telecommuting Agreement will continue to apply.
- d. While not working, Telecommuters equipment and any notes containing PHI must be secured.
- e. Telecommuter will be responsible for the month-to-month costs of telephone line (if needed) and internet service unless otherwise defined in KP policy.
- f. Telecommuter must have internet capabilities to support work applications and may be required to provide hardwired connection to support KP provided equipment for security and compliance. Telecommuter may be required to have wired internet service.
- g. Telecommuter will take all precautions 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 telecommuting 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 their manager immediately.
- h. 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, including distractions. Telecommuter will take the necessary steps to ensure that the alternate worksite is safe.
- i. 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.
- j. Telecommuter is responsible for ensuring that any additions or changes made to their home are in accordance with local zoning and building codes.
- k. Telecommuter must bring any accident or injury occurring during work hours to the immediate attention of the manager.

- l. Management may need to verify Telecommuter's home office is adequate at the initial set up and may request further verifications as appropriate.
- m. KP property may only be used for company business. Telecommuter agrees to take reasonable steps to protect any company property from theft, damage, or misuse.
- n. Upon completion of the Telecommuting Agreement or termination of employment. Telecommuter agrees to return all KP property, equipment, records, and materials upon termination of employment with Kaiser Permanente.
- o. Telecommuter will comply with information security policies, standards, and guidelines related to equipment used at the telecommuting location.

6. Liability


- a. Telecommuter's at-home telecommuting workspace will be considered an extension of Kaiser Permanente workspace for Telecommuter only. If Telecommuter incurs a work-related injury or illness in the course and scope of employment and arising out of such employment during their telecommuting work hours, Telecommuter's claim will be processed in accordance with Worker's Compensation law and Kaiser Permanente policies and procedures. Kaiser Permanente is not liable for injuries occurring in Telecommuter's telecommuting workspace outside the agreed upon work hours.
- b. Telecommuter understands they remain liable for injuries to third persons and other members of their family on Telecommuter's premises. Telecommuter 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 Telecommuter or Telecommuter's willful misconduct or negligent acts or omissions in the performance of their 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.
- c. Telecommuter agrees not to engage in employment or other revenue-generating activities that are not part of their Kaiser Permanente assignments during telecommuting hours outside breaks and lunches.
- d. Kaiser Permanente is not liable for damage to Telecommuter's real property.

7. This agreement is *non-precedent* setting.

8. The agreement is formulated and based on the current technology and environment and may need to be modified in the future. If a party opens the Agreement, the status quo is maintained pending negotiations

AGREED:

For the
Union

 8.27.23

Jonathon Baker, Date
President OFNHP

For the Employer



08-24-23

Wendy Watson, Date
Chief Operating Officer
Kaiser Permanente

Lora S. Clements 8/28/23

Lora Clements MS, OTR/L, MBA Date:
Regional Director of Rehabilitation Services
Kaiser Permanente

Samuel Hayden

8/24/23

Sam Hayden Date
Sr. Employee & Labor
Relations Consultant
Kaiser Permanente