

## UCSF Benioff Children's Hospital Oakland (BCHO) Telecommuting Agreement

Telecommuting is a voluntary work arrangement in which an eligible employee with approval "works one or more days each work week from home instead of commuting to a work place." Telecommuting is generally not intended for situations involving employees who work from home on a full-time basis. Such situations are considered "remote work" and should be handled via the Remote Worker Agreement.

**Employee Name:**

**Payroll Title:**

**Exempt/Non-Exempt:**

**Manager/Supervisor:**

**Department:**

Telecommuting is a voluntary agreement between the manager/supervisor and the employee. This agreement begins on \_\_\_\_\_ and continues until \_\_\_\_\_, and must be reviewed with the employee at least annually. It is recommended that annual review coincide with the annual performance evaluation. The telecommuting agreement may be discontinued at any time by either party with reasonable advance written notice, excluding agreements that commence due to an emergency situation as defined in the BCHO Telecommuting Policy.

1. The telecommuter will work from the following alternative worksite(s) \_\_\_\_\_(Home and/or alternate work site(s))\_\_\_\_\_.

2. The telecommuter agrees to be available during the assigned business hours of \_\_\_\_ to \_\_\_\_ (PST/PDT) for communication through such methods as cell phone, home phone, voice mail, email, fax, pager, etc., and agrees to respond in a prompt manner as they would at an onsite location. Employee-initiated schedule changes must be discussed and approved in advance by the manager/supervisor. The telecommuter understand that he/she/they are responsible for accurately reporting all time working remotely to the manager/supervisor the day such work is performed. I understand that remote work is subject to the same pay practices as all other work.

- For non-exempt employees: The telecommuter will clock-in and clock-out daily, as well as for meal periods, through the current timekeeping system. In the event that the timekeeping system is down or the telecommuter does not use the timekeeping system, the telecommuter will check in and check out via email to the manager/supervisor.
  - o Non-exempt employees must accurately report all time worked and meal periods taken. Off-the-clock work is strictly prohibited.
- For non-exempt employees: In addition to meal period, employees should take regular rest periods.

3. The duties, obligations, responsibilities and conditions of the telecommuter's employment with the Hospital remain unchanged. The employee's salary, retirement, Paid Time Off (PTO) and Extended Sick Leave (ESL) benefits and insurance coverage shall remain the same.

4. The telecommuter agrees to seek advance approval by the manager/supervisor to change the terms of the work schedule or for use of PTO, ESL, or any other leave of absence in accordance with Hospital policies and procedures and departmental guidelines. Any overtime work must be approved in advance by the manager/supervisor.

5. The telecommuter agrees to remain up to date on all safety related training including online ergonomic training available to employees. The telecommuter agrees to maintain a safe and ergonomically sound work environment. The employee agrees to allow an authorized Hospital representative to inspect the home office as may be requested by Hospital. The employee further agrees to independently make workstation safety changes as recommended. Refer to BCHO Employee Health's Office Ergonomics Work Station Self-Check worksheet.

6. If a telecommuter incurs an injury arising out of the course and scope of the assigned job duties while working at home/alternate site, the telecommuter must notify the manager/supervisor immediately and complete all necessary and/or management-requested documents regarding the reported injury.

7. The telecommuter agrees not to use his/her personal vehicle for Hospital business unless specifically authorized by the manager/supervisor.

8. The telecommuter is responsible for maintaining and repairing employee-owned equipment at personal expense and on personal time.

9. The telecommuter agrees to use electronic equipment that has been encrypted and meets all of the Hospital's security requirements. If the Hospital provides equipment for home use, the telecommuter agrees to provide a secure location for Hospital-owned equipment and will not use, or allow others to use, such equipment for purposes other than Hospital business. The Hospital is responsible for maintaining, repairing, and replacing Hospital -owned equipment issued to telecommuters. In the event of equipment malfunction, the telecommuter must notify his/her manager/supervisor immediately and transport the equipment to the designated location in the Hospital. If repairs will take some time, the department will find alternative means to continue the telecommuter's work including, but not limited to, asking the telecommuter to report to the main office until the equipment is usable. **See Attachment "C": Hospital Policy HIS SEC 010: Workstation Use and Security**

10. All equipment, records, and materials provided by the Hospital shall remain Hospital property. The telecommuter agrees to return the Hospital equipment, records, and materials immediately upon request or as may be determined by Hospital. All Hospital equipment will be returned by the employee for inspection, repair, replacement, as needed or requested or upon termination of this agreement. All equipment shall be returned within five (5) business days of written notice to the employee, unless a different time period is requested by the Hospital. Telecommuter understand that he/she/they are required to exercise the same or greater caution in securing patient information when working remotely as they would if working on-site and further understands that the devices used are the telecommuter's responsibility and any loss or damage that occurs while using them for work purposes will be their responsibility.

11. Telecommuter agrees that the devices used are for access only and I will not under any circumstances save any patient information to that device. Telecommuter further understands that any unauthorized

access by Telecommuter or by another party on any device may result in the termination of telecommuter's ability to work remotely and/or employment.

11. The telecommuter will implement good information security practices in the home-office or alternative work site setting, and will check with his/her manager/supervisor when security matters arise. **See Attachment "C": Hospital Policy HIS SEC 010: Workstation Use and Security.**

12. The Hospital may pay or reimburse the employee for pre-approved business-related expenses. The employee shall not be reimbursed for any expenses the Hospital did not pre-approve.

13. The Hospital will not pay for the following expenses nor will it reimburse for expenses prohibited by Hospital policy, including, but not limited to:

- Maintenance or repairs of privately-owned equipment;
- Utility or Internet Provider costs associated with the use of the computer or occupation of the home;
- Equipment supplies (these should be requisitioned through the department); and,
- Travel expenses associated with commuting to and from the central office.

14. The Hospital retains the right to modify, suspend, or end the agreement for any reason solely within its discretion. Such reasons may include, but are not limited to, an employee request supported by the manager/supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.

15. The telecommuter agrees to indemnify and hold UCSF Benioff Children's Hospital Oakland harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs brought by third parties including personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their presence at the home/alternate work location.

16. The telecommuter understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

17. The telecommuter agrees to the following additional specific expectations, if any.

*In this section, please note agreement related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc.*

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- *Please add lines as needed.*

18. I also agree to comply and understand my responsibility to abide by the terms and conditions of the attachments to this agreement:

**Attachment "A": UCSF BCHO Home Safety Checklist for Telecommuters and Remote Workers**

**Attachment "B": Receipt of UCSF BCHO Equipment**

**Attachment "C": UCSF BCHO HIS SEC 010 Policy: Workstation Use and Security**

By my signature below or by confirming my agreement in an email sent from my UCSF/BCHO email address to my supervisor/manager or other designated and authorized BCHO representative, I acknowledge that I have read and agree to comply with the terms and conditions of this Telecommuter Agreement, the referenced attachments and the Telecommuting Policy. This Agreement may be executed in counterparts (delivery of which may occur via facsimile or electronically scanned copy), each of which shall be binding as of the date first written below, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature, electronically scanned copy of a signature, or confirming email as described above will constitute and will be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof.

Telecommuter's Signature & Date	
Supervisor's Signature & Date	
Department Manager's Signature & Date	

## ATTACHMENT "A"

### Home Safety Checklist for Telecommuters and Remote Workers

The telecommuter/remote worker ("You/Your") is responsible for ensuring a clean, safe, and ergonomically sound home/work office as a condition for telecommuting. The telecommuter/remote worker should review this checklist prior to signing the Telecommuter Agreement. **Your signature on the Telecommuter Agreement serves as formal acknowledgement of your agreement that you have read, understand and have completed and will continue to comply with all of the requirements listed below.**

#### Work Site

	Telecommuter/remote worker agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
	The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
	Supplies and equipment (both departmental and employee-owned) are in good condition.
	The area is well ventilated and heated.
	Storage is organized to minimize risks of fire and spontaneous combustion.
	All extension cords have grounding conductors.
	Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
	Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight-fitting covers or plates.
	Surge protectors are used for computers, fax machines, and printers.
	Heavy items are securely placed on sturdy stands close to walls.
	Computer components are kept out of direct sunlight and away from heaters.

#### Emergency Preparedness

	Emergency phone numbers (hospital, fire department and police department) are posted at the alternate work site.
	A first aid kit is easily accessible and replenished as needed
	Portable fire extinguishers are easily accessible and replenished as needed.
	An earthquake preparedness kit is easily accessible and maintained in readiness.

#### Ergonomics

	Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body, in conformance with BCHO Employee Health Guidelines.
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