

Baystate Health Medical Staff Services

REMOTE WORKING AGREEMENT

PURPOSE: The purpose of the remote working agreement is to establish expectations and ground rules for associates working remotely in a home-based environment.

CRITERIA, CONDITIONS & RESPONSIBILITIES:

1. **Eligibility.** Prior to being allowed to enter into a remote working arrangement, the associate must exhibit the ability to work independently and must demonstrate the necessary self-discipline to work outside of the office setting. He/she must be able to demonstrate the ability to troubleshoot technical issues that may arise in the home. The associates work must be suitable for remote execution; therefore, eligibility will be determined on an individual basis by the leadership team.
2. **Compensation and Benefits.** There is no difference in compensation and benefits for remote associates.
3. **Policies.** An associate working remotely is subject to all policies and procedures of Baystate Health Human Resources Department. A violation of these policies may result in disciplinary action, up to and including termination of employment. In addition, it may also result in terminating this remote working arrangement and instead requiring the associate to work in their traditional office setting. Remote work arrangements will be based on meeting the job requirements without disruption to the flow of work and communication and will be determined by the leadership team. Associates may be required to come in on their remote work day, at the discretion of their manager. Managers are not required to reschedule a remote work day. Travel will not be reimbursed when required to come into the office during a normal remote work day.
4. **Meeting Attendance.** It is the expectation that all associates will attend required meetings.
5. **Work Hours and Time Keeping.** Work hours will continue to be scheduled to ensure adequate staffing. Normal working hours apply when the associate is working remotely.

With regards to non-exempts, if working a minimum of 5.0 hours in a workday, remote associates shall take a thirty (30) minute uninterrupted lunch break. If they are unable to take an uninterrupted and duty-free lunch break, the remote associate must notify their direct supervisor/manager immediately to explain why this occurred and to ensure that the work records show this time as hours worked.

If any associate wants to take an extended lunch, associate must seek approval in-advance from direct supervisor/manager.

Remote associates are also entitled to a fifteen (15) minute paid break in the first half of their work schedule, and then a second fifteen (15) minute paid break in the second half of their work schedule.

Remote associates must work their regularly scheduled time and hours must be emailed to the associate's direct supervisor/manager at the end of each pay period.

The associate's direct supervisor/manager must authorize overtime in-advance prior to hours worked. When overtime is authorized, all associates will be notified via e-mail or phone. This applies to non-exempt associates only.

6. **Productivity/Quality.** Productivity standards and quality standards shall be maintained and monitored routinely. Failure to maintain standards may result in disciplinary action, including up to termination, and/or requiring the associate to work onsite.

7. **Training.** Associates who are working on skills development may be required to work in the office setting for effective training. Scheduling of this training will be at the discretion of the associate's direct supervisor/manager. If training is required onsite, the training shall continue until it is determined that the associate's skills have progressed to a level where independent work can occur. At this point, remote work/telecommuting may resume.

8. **Dependent Care.** A remote associate may **NOT** provide primary care for a child or adult during working hours. If children will be in the home during the associate's remote working hours, another individual must be present to provide primary care for those children.

9. **Communication.** Routine communication will be sent via e-mail. However, there may be times during business hours in which an associate may need to be reached via telephone. The remote associate is responsible for providing an available phone line in order to receive such telephone calls.

10. **Downtime.** In the event of a system down time or home office equipment failure - the following steps should be followed:

A. For all unscheduled downtime (connectivity, hardware, or application) greater than 15 minutes, associates must contact their direct supervisor/manager immediately the associate may be required to clock out of Kronos if there is no work that can be performed during the down time. The recording of time will be documented by the direct supervisor/manager if working remotely.

B. Follow the IT troubleshooting procedures

C. Associates may be required to:

a. Report to their normal office or alternate location if systems are not functioning properly at their home site.

b. Flex their work schedule.

11. **Equipment.** If remote associates have taking equipment home from their work office, remote associates are responsible for Baystate Health equipment used in their homes, and for protecting the equipment from misuse. Use of the equipment by anyone other than the associate is strictly prohibited and may result in disciplinary action and/or an end to participation in the remote work program. Additionally, if any software, other than that provided by Baystate Health is loaded on the computer and results in damage to the computer, software, or network, the remote associate may also be liable for damages incurred.

Baystate Health IT will not be servicing equipment at the associate's home. It will be the responsibility of the remote associate to bring the equipment in need of servicing back to a Baystate Health location for servicing.

The associate is responsible for all replacement costs of Baystate Health equipment provided by Baystate Health that is lost or damaged by fire, water, theft, or other causes in the home workspace. It is recommended that the remote associate check with their insurance agent to ensure the above stated equipment is covered under their insurance policy.

12. **High-Speed Internet Service/Telephone Lines.** The remote associate will be required to use a high-speed internet service when working at home. The associate will be responsible for paying the monthly internet service bill. All costs for installing and maintaining high speed internet service will be the responsibility of the associate.

13. **Workspace and Furniture.** The remote associate will provide a dedicated place in the home for the work setting to include furniture, a desk and chair. Ideally, the workspace will be private and in a separate room away from the remainder of the living space. If a separate room is not available, the work area should at least be outside the flow of normal family traffic. The associate is responsible for all costs associated with establishing and maintaining their remote work area.

14. **Confidentiality.** Associates working in their homes must protect patient/provider confidentiality. Printing of patient/provider information, including any protected health information (PHI), is strictly prohibited. It is the associate's responsibility to prohibit accidental or other access to patient/provider information or any Baystate Health work related information by others. A breach of confidentiality will result in termination and/or disciplinary action. Patient information is protected under Federal HIPAA regulations.

15. **Taxes.** A home office is not an automatic tax deduction. Associates should check with their tax advisor regarding this issue.

16. **Safety.** The associate will safely maintain the workspace in the home and keep it free from hazards and other dangers. Guidelines for a safe workspace include:

- A. Computer equipment must be placed on a sturdy work surface with adequate ventilation space.
- B. Cable connections and electrical cords must be in good working order with no exposed wires. Electrical outlets must be grounded. Extension cords are not permitted. Surge protectors are required.
- C. Seating must be comfortable, supportive and sturdy.
- D. Heavy books, plants, etc., should not be placed on high shelves above or near the work area.
- E. Safety questions and concerns should be directed to the associate's direct supervisor /manager.

18. Return of Equipment. Upon termination of employment or management request, the associate must immediately return all equipment, supplies, documents, reference materials, computerized information, hardware, and software issued to the associate by <<HOSPITAL Baystate Health. If it is necessary to resort to legal means to recover property from the associate, the associate may be responsible to pay all legal costs and attorney's fees incurred. Additionally, by signing below, the remote associate agrees that the cost of the equipment, supplies, documents, reference materials, computerized information, hardware and/or software may be withheld from his/her final paycheck and/or PTO payment if that item (s) is not returned or is damaged.

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I, _____, have read and understand the attached Remote Working Agreement, and agree to the duties, obligations, responsibilities and conditions for the home-based working environment described in this document.

I agree that, among other things, I am responsible for maintaining specific work hours under production and quality standards, and I am responsible for furnishing and maintaining my workspace in a safe manner, employing appropriate security measures and protecting the confidentiality of the information I work with and to which I have access.

I understand that Baystate Health may terminate this remote working agreement at any time with or without notice and may also at any time change any or all the conditions under which I telecommute.

Dated

Associate Signature

Dated

Manager Signature

CC: MSSD System Directors