OhioDAS

TELECOMMUTING POLICY - DURING PANDEMIC EVENTS

POLICY NUMBER: 100-06	EFFECTIVE DATE: 6/7/2010	APPOINTING AUTHORITY APPROVAL:
REPLACES POLICY DATED: New Issue	AUTHORITY:	

I. PURPOSE

To establish a telecommuting policy for very limited, specific situations and assignments within the Department of Administrative Services (DAS).

II. POLICY

The Department of Administrative Services may utilize telecommuting to allow specific employees to be able to perform their assigned job responsibilities and duties from an alternate worksite (e.g. home), based on a critical operational need during disasters or emergency situations related to pandemic circumstances.

III. EMPLOYEE PARTICIPATION

A. The DAS Telecommuting Policy authorizes only certain specific employees under specific situations to be eligible to participate.

1. Authorized employees may participate during an emergency situation related to pandemic circumstances and there is the need for critical services to be performed at remote or alternative work locations.

   a. Employees authorized to perform critical services are determined by the established emergency plan.

   b. Authorized critical employees are identified on the "Primary Group List" or a "Secondary Group List."

      - Primary Group members are those employees that are directly associated with the critical job functions needed.

      - Secondary Group members are those employees having experience in the critical job functions or possessing the skill sets necessary.

B. The DAS Human Resources Administrator is authorized to determine when, as the result of pandemic circumstances, a critical operational need or an emergency situation exists requiring telecommuting by specifically identified employees. If the DAS Human Resources Administrator is unavailable or unable to make this determination, the function can be performed by his or her designee. In the absence

of such a designee, the authority to make such a determination will rest with the DAS Assistant Director, or the DAS Director.

1. When a pandemic emergency situation has been identified requiring critical services to be performed at a remote or alternative work location, division Deputy Director or manager will send the telecommuting authorization request to the Human Resources Administrator (HRA).

2. The request may be made orally or in writing, including by telephone or email.

3. The following must be provided in the request:

    a. The list of critical needs.
    b. The reason(s) telecommuting is necessary.
    c. The employee(s) being requested to telecommute.
    d. The schedule and a projected duration for the telecommuting work.
    e. A description of the work to be performed.

4. The HRA's decision may be communicated orally, but must be confirmed in writing, which may include by email.

5. Employees approved to perform in a telecommuting capacity shall be referred to as "telecommuters" for purposes of this policy.

C. For the purposes of telecommuting, there shall be no change of headquarter county or report-in location.

D. Before allowing an employee to participate in telecommuting, the employee's supervisor shall review the DAS Telecommuter Agreement (Attachment 1) with the employee.

1. The employee shall be required to complete, sign and return the DAS Telecommuter Agreement to their supervisor for approval prior to participation in telecommuting.

2. A complete list of equipment being furnished by DAS to the telecommuter should be listed on the signed agreement and should be in accordance with section V.-B. of this policy.

E. Employees are still responsible for submitting an electronic timesheet showing the time worked and for properly using the Request for Leave system. When an employee reflects less than eight hours of time worked in a given day or less than 40 hours worked in a given week in which telecommuting has been permitted, appropriate requests for leave should be made.

F. In the event of equipment and/or system failure that prevents the performance of critical work, the telecommuter should notify his/her supervisor immediately so the work can be reassigned until such time the failure is corrected.

G. The employee's supervisor will be responsible for ensuring work from an alternate work location is monitored and that all necessary supervisory functions are performed, including approval of timesheets and approval of Requests for Leave.

H. Telecommuting is not available for every employee or for all positions. Additionally, telecommuting, in the event of a health-related exigency, is limited to employees who are healthy and who would otherwise come to work.

IV. EMPLOYMENT

A. The telecommuter's duties, obligations, responsibilities and conditions of employment with the State are not affected by his/her telecommuting status.

B. The telecommuter's salary, retirement benefits, and State of Ohio sponsored insurance coverage are not affected by the telecommuting arrangement.

C. All work hours, overtime compensation, and leave usage will comply with the applicable article of the collective bargaining agreement provision, statute, rule or policy.

D. For payroll purposes, local taxes will be withheld based upon the headquarters location, not the alternate work location. Telecommuters are responsible for the reporting and payment of any other local taxes that may be applicable.

V. EQUIPMENT and SUPPLIES

A. The telecommuter must be reachable by phone (residential or cell) and have the appropriate equipment and supplies to do the assigned work at the remote workplace.

B. The telecommuter will fill out an assessment of their personal equipment and web connectivity capacity at the alternate worksite. The telecommuter and supervisor must sign an inventory of all equipment issued by DAS to the telecommuter. DAS may provide the telecommuter with equipment including, but not limited to , any of the following:

a. laptops
b. printers
c. modems
d. faxes
e. scanners
f. wireless cards
g. cables
h. software
i. broadband router
j. cross shredder
k. office supplies
l. mobile phones
m. blackberries

C. Equipment purchases must be related to the performance of the telecommuter's specific telecommuting job duties. Equipment purchases must follow the existing pre-approval guidelines.

D. DAS equipment provided to an employee shall remain the property of DAS and shall be returned to the agency in the same received operating condition upon the termination of an employee's participation in the telecommuting program.

1. The telecommuter is liable for any damage to or loss of state owned equipment provided under the telecommuting program due to some fault of the employee.

2. It is the telecommuter's duty to promptly report to their supervisor any damage to or loss of state owned equipment in their possession.

E. The use of equipment, software, data, and supplies, if provided by DAS, is limited to use by authorized persons and for purposes related to State business only.

F. Telecommuters will be responsible for the security of all items furnished by the State, all data accessed or made available and the accessing of the OAKS or other State owned and/or operated systems.

VI. EXPENSES

A. Telecommuters will be responsible for the cost of maintenance, repair and operation of personal equipment, not provided by the State.

B. Expenses for supplies regularly available at the main office will not be reimbursed unless pre-purchase approval has been granted by the telecommuter's supervisor. Employees may not use an assigned procurement card to purchase items available at the main office.

VII. INJURIES

A. Telecommuting is covered under the State's worker's compensation law for injuries occurring in the course and arising out of the performance of official duties at the main office or alternate work location.

B. The telecommuter or someone acting on the telecommuter's behalf shall, before the end of shift, notify the telecommuter's supervisor of any accident or injury that occurs at the main office or alternate work location.

C. The supervisor and telecommuter will be required to follow the State's policies regarding the reporting of injuries for employees injured while at work.

D. Other than injuries discussed above in Section VII.,A. of this policy, DAS is not liable for any accidents and or injuries resulting from the telecommuters failure to comply with all safety and health rules and regulations and any violation of the DAS' Telecommuting Policy. The telecommuter, not DAS, shall be responsible for the telecommuter's own damages and non-compensable injuries and for any third party's damages and injuries resulting from the telecommuter's failure to comply with all

safety and health rules and regulations and any violation of the DAS Telecommuting Policy.

E. DAS is not liable for damages to the telecommuter's personal or real property while the telecommuter is working at their main office or alternate work location, except to the extent adjudicated to be liable under Ohio law.

VIII. CONFIDENTIAL INFORMATION

A. The telecommuter and the supervisor shall take appropriate safeguards to secure confidential and sensitive information.

IX. DISCIPLINE

A. All expectations of compliance with existing DAS policies and procedures or the bargaining unit agreement are unaffected by participation as a telecommuter.

B. DAS may take appropriate disciplinary or adverse action against the telecommuter for failing to comply with the provisions of the DAS Telecommuting Policy.

X. ANNUAL PROGRAM REVIEW

A. An annual review of this policy will be conducted to determine need and use of the policy and if any revisions are required.

XI. REVISION HISTORY

Date	Description of Change
6/07/2010	Original Policy Release

OhioDAS

DEPARTMENT of ADMINISTRATIVE SERVICES
TELECOMMUTER AGREEMENT

Employee Name: _____ Employee Position: _____

Division/Dept./Office: _____

Work at Home Address: _____

_____

_____

Home Phone No.: _____ Cell Phone No.: _____

Reason for Telecommuting: _____

_____

DAS Furnished Equipment: _____

_____

_____

_____

This agreement is entered into between the employee and the supervisor.

I acknowledge that I have read the Telecommuting Policy (100-06) and upon signing this agreement, further agree to comply with the provisions outlined in the Telecommuting Policy. I further understand that while participating in the telecommuting program, the supervisor may, with reasonable notice, make onsite visits to my remote workplace.

I also understand I am responsible for any tax liability that may result from telecommuting.

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date