

STATE BOARD OF PSYCHOLOGY of OHIO
POLICY AND PROCEDURE MANUAL

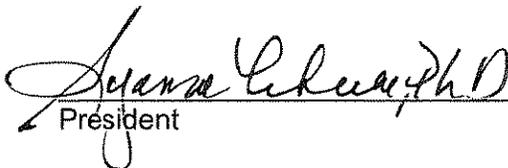
SECTION 10: ADMINISTRATIVE POLICIES AND PROCEDURES

POLICY 10.17: TELEWORKING

PRIOR DATE EFFECTIVE: OCTOBER 19, 2009

AMENDED AND EFFECTIVE: APRIL 29, 2013

REVIEWED AND APPROVED:

 7/15/13  5/9/13
President Date Executive Director Date

This policy was approved by the Human Resources Division of the Department of Administrative Services on October 19, 2009 (email on file from Sara Craven).

1 STATEMENT OF POLICY

The State Board of Psychology has developed a teleworking program, in conjunction with its Pandemic Flu Plan, which will allow its Executive Director to work from a remote workplace (home), only during periods when:

- 1.1 The Executive Director is recuperating from a personal illness that prohibits him from entering the workplace for his safety or the safety of others in the office and/or members of the public; and/or
- 1.2 One or more of his children or his wife is recuperating from a pandemic illness at home and his presence is required as a caregiver.
- 1.3 Justification. The Executive Director completes a substantial amount of his critical daily work for the Board via telephone, email, word processing, and Internet, and therefore is a candidate for the completion of said activities from a remote location for a portion of the regular business day. This policy is not intended to allow the Executive Director to work from home on any weekend or holiday and is only intended to allow for the completion of Board business from home when he must be home when he is personally ill or recuperating from an illness and unable to report to the office or caring for a family member with pandemic flu.
- 1.4 Limitations. The teleworker shall be limited to teleworking no more than 5 hours daily and no more than 50 hours in any 12-month period when working from home as a realistic safeguard against abuse and because his attention will necessarily be drawn to continuing his personal recuperation or caring for a family member with pandemic flu illness. The teleworker shall use accumulated leave time for the rest of the 8-hour day or as necessary to complete a 40-hour work week.

2 DEFINITIONS

- 2.1 **Eligible Employee** – The Board's Executive Director, having been identified, by the Board, as being suitable for teleworking.
- 2.2 **Main Office** – This is the Board's Office where the employee is assigned and headquartered on the 18th floor of the Riffe Center in Columbus, Ohio
- 2.3 **Remote Workplace** – A work site other than the employee's Main Office.
- 2.4 **Teleworker** – The Board's Executive Director, Dr. Ronald R. Ross.
- 2.5 **Teleworking** – Working at home in conjunction with the illness of a child or a personal illness.

3 EMPLOYEE PARTICIPATION

- 3.1 The teleworker enters into this arrangement voluntarily and it is engaged when the criteria under 1.1, 1.2, or 1.3 are engaged. This policy may be terminated by the Board at any time. If the Board terminates the agreement, it is not subject to further appeal.
- 3.2 The teleworker understands for the purposes of teleworking there shall be no change of headquarter county or report-in location.
- 3.3 Before allowing an employee to Telework, the President of the Board or designee shall review with the employee the following:
- (i) the Agency Teleworking Agreement (Attachment 1);
- 3.4 The employee shall be required to complete and return to the Board President, the Agency teleworking Agreement for approval prior to teleworking.
- 3.5 During each episode of telework, the teleworker shall notify or cause to have notified both the Board office and the Board President by telephone or email before 9:00AM on the day the Agreement is to be engaged and the reason therefore. The teleworker shall be limited to working 5 hours daily and no more than 50 hours in any 12-month period when working from home as a realistic safeguard against abuse and because his attention will necessarily be drawn to continuing his personal recuperation or caring for a family member with pandemic illness. The teleworker shall use accumulated leave time for the rest of the 8-hour day.
- 3.6 The teleworker will be responsible for entering his time worked and any leave time used into the OAKS HCM module and completing the sign-in sheet in the Board office or delegating that to another employee as needed depending on the status of the pay period.
- 3.7 The Executive Director shall not receive any reimbursement for his home Internet access, home telephone or cell phone accounts.

4. EMPLOYMENT

- 4.1 The teleworker's duties, obligations, responsibilities and conditions of employment with the State will be unaffected by teleworking.
- 4.2 The teleworker's salary, retirement benefits, and State of Ohio sponsored insurance coverage will remain unchanged by the teleworking arrangement.
- 4.3 All work hours, overtime compensation, and leave usage will comply with the applicable article of the collective bargaining agreement or applicable law or rule.
- 4.4 The teleworker must have the pre-approval of the Board President or designee before working overtime or flexing at a remote workplace or any other location.
- 4.5 The Board may require the teleworker to produce physician's note for the days during which telework occurred.

5. EQUIPMENT AND SUPPLIES

- 5.1 The teleworker must be reachable by phone (residential or cell) and have a designated work space with appropriate equipment and supplies to do the assigned work at the remote workplace.
- 5.2 The teleworker (Executive Director) uses a laptop computer that is the property of the board but may also use his home personal computer when teleworking. The Board is not responsible for providing the Executive Director with any additional equipment, including computer equipment, software, printer, fax, scanner, office supplies, desks, chairs, lights or storage containers.
- 5.3 The teleworker and Board agree that the only equipment issued to potentially assist in this agreement is a laptop computer, which the Executive Director already has in his possession.
- 5.4 The teleworker will be responsible for the security of all items furnished by the State.

6. WORK SPACE

- 6.1 The teleworkers must have an area designated as work space.
- 6.2 The work space should be maintained in a safe condition, free of hazards that might endanger the employee or agency equipment. Should a hazard exist, the employee must correct the hazard within seven days. In the event the hazard is not corrected within seven days, the teleworking agreement will be terminated. Falsification of a corrected hazard will terminate the teleworking agreement.

If a teleworker is involved in a near miss, incident or accident at their main office or remote workplace, while performing job related tasks in line with the State Board of Psychology's course of business and during business hours, they should communicate with the Board President or designee to analyze the incident and identify means for corrective action. If it is

not possible to correct the hazard that led to the incident, then the employee must return to the service office and suspend telecommuting to ensure they are not exposed to hazards that could not be corrected and may lead to future injury.

If the hazard(s) is corrected at a later date and the employee wishes to return to telecommuting, the employee would be required to review the situation with his or her supervisor and sign a release stating the hazard(s) had been corrected. If the employee is re-injured or an incident results from the same hazard, the employee's telework privileges will be revoked and the employee may no longer be considered for telework. The employee should communicate and consult their supervisor in the event of a near miss, incident and/or accident.

In the event of a near miss, incident or claim related to teleworking; the Board will not provide onsite work space assessments or provide any equipment, supplies or furniture suggested by a physician, medical or professional personnel. If the employee is unable to furnish equipment, supplies or furniture as suggested by the physician, medical or professional personnel, then the employee must return to the main office and suspend the telework agreement.

7 EXPENSES

7.1 The teleworker will be responsible for the cost of maintenance, repair and operation of personal equipment not provided by the State.

7.2 Expenses for supplies regularly available at the main office will not be reimbursed.

8 INJURIES

8.1 Telework 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 remote work place.

8.2 The teleworker or someone acting on the teleworker's behalf shall, before the end of shift, notify the teleworker's supervisor of any accident or injury that occurs at the main office or remote workplace.

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

8.4 Other than injuries discussed above in Section 8.1 of this policy, the State Board of Psychology is not liable for any accidents and or injuries resulting from the teleworkers failure to comply with all safety and health rules and regulations and any violation of the Board's Teleworking Policy. The teleworker, not the Board, shall be responsible for the teleworker's own damages and non-compensable injuries and for any third party's damages and injuries resulting from the teleworker's failure to comply with all safety and health rules and regulations and any violation of the Board's Teleworking Policy.

8.5 The State Board of Psychology is not liable for damages to the teleworker's personal or real property while the teleworker is working at their main office or remote workplace, except to the extent adjudicated to be liable under Ohio law.

9 WORKSITE VISIT

9.1 While participating in the telework program, any member of the Board or agent thereof may, with reasonable notice, make onsite visits to the teleworker's home.

9.2 Visits shall only be made during the teleworker's work hours.

10 CONFIDENTIAL INFORMATION

10.1 The teleworker and the supervisor shall take appropriate safeguards to secure confidential data and information.

11 DISCIPLINE

11.1 All expectations of compliance with existing Board policies and procedures are unaffected by the teleworking agreement.

11.2 The Board may take appropriate disciplinary or adverse action against the teleworker for failing to comply with the provisions of the Agency Teleworking Agreement.

12 AGENCY DISCLAIMER

12.1 Union employees are not covered under this policy.

13 DOCUMENTATION

13.1 All episodes of telework shall be documented on a Teleworking Log and shall remain available to the Board, DAS Division of Human Resources, and the Auditor of State.

13.2 A blank Log is attached to this policy on the next page

