



1.3 TELEWORK POLICY

The purpose of this policy is to establish a program for teleworking for OAESV and to set forth guidelines and rules for employees who maintain offices from which they telework.

Teleworking is entirely at the discretion of the Executive Director, upon the request of an employee, and the Executive Director reserves the right to withdraw telecommuting privileges from an employee at any time. **Teleworking is not a right or benefit.**

For the purpose of this policy the following definitions shall apply:

Teleworking: is a working cooperative arrangement, mutually agreed upon by the employee and OAESV, whereby the employee works at an alternative worksite on specified days and/or for specified hours. Teleworking is based upon the needs of the job, work group, and OAESV. This policy does not apply to situations where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis or to employees whose work takes them away from the Central Work Site for work related activities such as providing training and/or technical assistance.

Central Work Site: is the primary, traditional workplace, the employee's official duty station that serves as OAESV's primary business address (6111 Oak Tree Blvd. Suite #140, Independence, Ohio 44131).

Satellite Work Site: is the secondary, satellite, traditional workplace, and the employee's secondary work site that serves as OAESV's secondary business address (5 East Long Street, Suite #605, Columbus, OH 43215).

Alternative Work Site: is the location other than the central work site that and satellite work site has been approved by OAESV for use by qualified employees as a location from which the employees may telework (e.g., residence or telecommuting center). The alternative worksite may not be a political, campaign, or commercial office.

Teleworking is an option of OAESV rather than an employee benefit, and it does not change the terms and conditions of employment. The teleworking employee remains at-will at any time, except that OAESV cannot terminate employment for discriminatory reasons in violation of applicable federal law.

Criteria for Consideration of Teleworking Arrangement

OAESV will establish selection criteria and select eligible employees. Teleworking employees are required to sign a Teleworking Agreement prior to participation in OAESV's Teleworking Program. Employees who were retained prior to the enactment of this policy will be grand mothered into the Teleworking Program and they must sign a Teleworking Agreement within 30 days of this policy's approval by the Board of Directors.

Considerations for selection for OAESV's Teleworking Program include:

- Employee work habits: the employee must have a demonstrated ability to work without direct supervision, must be organized, disciplined, able to work independently, meet deadlines, and manage distraction;
- Employee job responsibilities: the position must be one which requires minimum levels of supervision;
- The employee's need for specialized materials and/or equipment must not pose an undue hardship upon OAESV;
- The employee's assignments and duties must be such that there is no difference in the level of service provided to or by OAESV as a result of the teleworking arrangement; and
- Teleworking may not adversely affect the employee's job performance or affect the duties and responsibilities of co-workers.

Generally, telecommuting is not suitable for new employees, employees who require close supervision, or employees who require interaction with co-workers. All telecommuting employees must sign the Telework Agreement for the Ohio Alliance to End Sexual Violence (Addendum II).

Alternative Work Site:

It is the responsibility of the teleworking employee to have a clean, safe room or area that is designated for the performance of official duties.

Health and Safety:

The alternative work site must be assessed by OAESV to be suitable for teleworking purposes. The Health and Safety Questionnaire provides guidance on relevant health and safety issues. The employee is responsible for completing the Health and Safety Questionnaire and returning it to the Executive Director for review by the Administration Team. The employee may also be required to allow the Executive Director or her/his designee access to the alternative work site for inspection or investigation purposes.

The primary responsibility for the personal safety of the employee, regardless of work site, remains with each individual employee. The alternative worksite must remain in compliance with Teleworking Health and Safety guidelines. If the alternative worksite is a private home, the teleworking employee is responsible for ensuring that the home complies with Health and Safety Guidelines.

OAESV may, at any time, deny an employee the opportunity to telework or may rescind a teleworking agreement based on the existence or suspected existence of unsafe working conditions or hazardous material in or at the alternative work site. OAESV may also have the alternative work site inspected for compliance with Health and Safety Guidelines. Inspections will be by appointment only.

Teleworking employees and OAESV should follow the basic OSHA safety precautions, including but not limited to:

- Avoiding obstructions in the workplace
- Maintaining a clean workplace
- Eliminating trip-and-fall hazards
- Ensuring proper lighting, ventilation, and furniture; and
- Taking fire safety precautions (e.g., smoke detectors)

If an employee incurs a work-related injury while teleworking, workers' compensation law and rules apply. A teleworking employee must notify OAESV immediately and complete all necessary and/or OAESV requested documents regarding the injury. In the event of a job-related incident or accident during teleworking hours, the employee must immediately report the incident to the employee's supervisor. The employee must allow agents of OAESV to investigate and/or inspect the alternative work site in the event of injury, theft, loss, or tort liability related to the teleworking work arrangement.

Official meetings, whenever possible should be scheduled in a professional public place, not at the alternative work site.

Work Hours/Due Dates/Times:

Employee must work designated hours. At discretion of OAESV supervisor, employee must make him/herself visible as "in office" through technology and other means identified. This includes responding to emails and phone calls daily during the business day, and when not traveling for work, logging in to the internal technology site during working hours to be available for instant messaging and designating on the calendar when not in the central, satellite, or alternative office location (i.e. away at meeting, etc.). Official documents, products, services, and deliverables a teleworking employee is responsible for during the routine course of their employment are due at 5 PM or close of business on the specified date. This applies to both internal and external documents, products, services, and deliverables.

Employees are advised to consult with their insurance agent and a tax consultant for information regarding home-work sites. Individual tax implications, auto and homeowner's insurance, and incidental residential utility costs are the responsibility of the employee.

Care of dependents cannot interfere with a teleworking employee's ability to perform official duties commensurate with the compensation received from OAESV. Care of dependents will fall under the same guidelines that pertain to employees who work on site. OAESV is committed to a family friendly workplace.

Costs:

Only specifically authorized teleworking expenses are reimbursable.

Ordinary and necessary office supplies must be pre-approved prior to being reimbursed.

Mileage is reimbursable in the same context as expressed in the Travel and Reimbursement Approval Process. Generally, mileage to and from meetings that are a shorter distance from the alternative work site to the meeting location than OAESV offices is reimbursable. Mileage reimbursement to meetings a longer distance than OAESV is from the alternative worksite must account for the distance to OAESV. Mileage from the alternative worksite and satellite office to the central worksite is not reimbursable.

Supplies and Equipment:

OAESV may provide ordinary and necessary office supplies to the teleworking employee.

OAESV retains ownership and control of any and all hardware, software, equipment, and data or documents placed in alternative work sites. Only portable equipment (laptop computers, etc.) may be transferred to the alternative worksite.

Teleworking employees shall be in compliance with OAESV policies and office guidelines for use of computer hardware and software including:

- Installing virus and surge protection on home computers
- Compliance with software licensing provision
- Duplication of OAESV owned or licensed software
- Maintaining system security
- Access to files
- Use of passwords
- Employee is prohibited from adding programs to supplied technology or using computers, phones and other OAESV equipment for personal use.

The employing office may pursue recovery from the employee for OAESV office property that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the employee's care, custody, or control. The employee is responsible for reimbursement for theft, damage or destruction of OAESV office property at the alternative work site.

OAESV shall maintain a central inventory of the office equipment and software issued to teleworking employees for use at alternative worksites. All OAESV office equipment and software used at the alternative work site must be noted on the Telecommuting Agreement.

OAESV will reimburse teleworking employees for reasonable costs that pertain specifically to the employee's work and/or assigned duties.

Maintenance, Repair and Replacement:

Maintenance, repair, and replacement of equipment belonging to OAESV issued to a teleworker will be the responsibility of OAESV. Note: Such maintenance, repair and replacement only covers normal use and wear. It does not cover maintenance, repair or replacement of equipment that is damaged or altered as the result of negligence or deliberate action, destruction, loss or theft.

In the event of equipment malfunction, the teleworking employee must notify her/his supervisor immediately. The central work site must conduct all repairs to equipment belonging to OAESV. The teleworking employee is responsible for returning malfunctioning equipment to the central work site for repair.

Repair and/or replacement costs for privately owned equipment and furniture used during teleworking are the responsibility of the employee.

Applicable Rules and Regulations:

An employee with a teleworking arrangement is covered by the same rules, regulations and procedures applicable to all employees of OAESV, including those set forth in OAESV Personnel Policies and Procedures. Violation of any of these rules, regulations, procedures or laws may result in disciplinary action up to and including termination of employment.

Work schedules must comply with OAESV Personnel Policy and Procedure in compliance with Federal work rules.

Confidentiality and Security:

All employees shall follow OAESV's HIPAA AND USE OF PORTABLE DEVICES policy, as outlined in Section 2.9 of OAESV's policy manual.

Products, documents, and records used and/or developed while teleworking shall remain the property of OAESV, and are subject to OAESV policies regarding confidentiality and records creation, maintenance, and destruction.

An employee served with a subpoena for OAESV documents or files located at the alternative work site remains bound by OAESV Policies and Procedures and should consult with the Executive Director for guidance.

Electronic products, documents and records used and/or developed or revised while telecommuting must be copied or restored to OAESV's computerized records. Electronic records and files temporarily stored on the employee's personal computer must be stored in such a manner that will allow OAESV easy access. It is suggested that teleworking employees use back-up disk or CDs to save information, rather than local hard disk drives.

Liability for Damages:

OAESV will not be liable for damages to a teleworking employee's personal or real property during the course of performance of official duties or while using OAESV equipment in the employee's alternative work.