

Standard Telework Agreement

Authority: Code of Virginia § 2.2-203.1. requires that the Secretary of Administration establish and maintain the Commonwealth of Virginia's employee Telework Policy. Code of Virginia § 2.2-2817.1. requires Commonwealth agency heads establish and maintain agency specific telework policies and establish work agreements with all employees who telework.

Terms of Telework Agreement

The terms of this agreement must be read in conjunction with agency specific telework policies. Signatories certify they will abide by the terms of this agreement, all applicable telework policies, and all agreement specific terms established by the employing agency.

1. Safety

- Employee will verify the safety of an alternate worksite using the safety checklist in Section V of this agreement.
- Employee is covered by the Commonwealth's Workers' Compensation Program and/or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while working at the alternate worksite. Employees teleworking outside of the Commonwealth of Virginia may be covered by their alternate work location's Workers Compensation regulations.
- Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury that occurs while working at an approved alternate work location.
- Supervisor will investigate all accident and injury reports immediately following notification.
- Agency reserves the right to inspect the alternate work location to ensure safety standards are met.

2. Confidentiality and Information Security

- Employee will apply approved safeguards, in accordance with agency policy, to protect agency or state records from unauthorized disclosure or damage, and will comply with all records and data privacy requirements set forth in state law agency specific policies, and state policies.
- Employee will conduct work at the alternate work location in compliance with all information security standards.

3. Work Standards and Performance

- Employee will meet with their supervisor to receive assignments and to review completed work as the supervisor deems necessary or appropriate.
- Employee may be required to return to the central work location on scheduled telework days based on operational requirements.
- Employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and expectations stated in the employee's work profile and performance plan
- Supervisor will regularly evaluate and provide feedback on the employee's job performance as defined in the employee's work profile and performance plan.
- Employee agrees to perform telework at the agency-approved alternate work location(s) and times defined in this agreement unless they notify and receive explicit approval from a supervisor to temporarily shift telework to another alternate work location or time period. Failure to comply with this provision may result in loss of pay, termination of the telework agreement, and/or appropriate disciplinary action.
- Telework for unplanned or temporary circumstances such as school closings, family illness, etc may be approved by agency supervisors.

4. Compensation and Benefits

- All pay/salary rates, leave/retirement benefits, and travel reimbursements will generally remain as if the employee performed all work at the employee's established base work location. Employees teleworking outside the Commonwealth of Virginia may have compensation and benefits impacts due to legal or other requirements.

- A non-exempt employee who teleworks approved overtime at the direction of a supervisor will be compensated in accordance with applicable law and state policy.
- Employee understands that supervisory approval must be obtained prior to working overtime hours (if non-exempt.) By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in termination of the telework agreement and/or appropriate disciplinary action.
- Employee must obtain supervisory approval before taking leave in accordance with established Agency procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

5. Equipment and Expenses

- Employee who borrows agency equipment agrees to protect such equipment in accordance with agency guidelines. State-owned equipment will be serviced and maintained by the agency. By signing this agreement the employee will follow the agency's instructions for returning the equipment for service and maintenance or upon separation from the Agency.
- If employee provides their own equipment, employee is responsible for servicing and maintaining it.
- Neither the agency nor the state will be liable for damages to an employee's personal or real property during the performance of assigned work or while using state equipment in the employee's residence.
- Neither the agency nor the state are obligated to assume responsibility for operating costs, home maintenance, or any other incidental costs (e.g., utilities, Internet Service Provider costs, etc.) in the use of employee homes or other alternate work locations for telework.

6. Initiation and Termination of Agreement

- The agency and employee understand that telework shall be governed by the same state personnel policies as those applicable to employees at the agency's central workplace except as modified by this agreement.
- Agency concurs with employee participation and agrees to adhere to applicable policies and procedures.
- Agency may terminate this telework agreement at any time. (Agreement may be terminated for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks' notice to the employee is recommended when feasible.
- Employee may terminate this telework agreement at any time unless telework is a condition of employment. Two weeks' notice to the agency should be provided when possible.
- The telework agreement should be reviewed and updated annually.

7. Agreement Agency Specific Terms and Conditions:

[NOVA IT Terms and Conditions for Telework](#)

NOTE: The language used in this agreement does not create an employment contract between the employee and the agency. This agreement does not create any contractual rights or entitlements, but, instead, establishes conditions for permitting an employee to qualify for and continue to exercise the privilege of teleworking. The agency reserves the right to revise the content of this agreement or its terms, in whole or in part, at its discretion. No promises or assurances, whether written or oral, which are contrary to or inconsistent with the terms of this paragraph are binding upon the agency. Telework Agreements are subject to revisions of the DHRM Teleworking Policy, Number 1.61