

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 II 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.

Compensation and Benefits (cont.)

- 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:

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.

Standard Telework Agreement

Section I – Employee Information		
Last Name	First Name	Middle Initial
Employee ID Number	Work Title	
Agency Name	Department Name	Manager Name
<i>This telework agreement should be reviewed and updated annually.</i>		
Start Date	End Date	
Section II – Telework Location Information		
Street Address:	City:	
State:	Country:	Zip Code:
Telework Location Phone Number:		
Telework Location Description		
<p>Employees teleworking outside the Commonwealth of Virginia must ensure that the telework location is accurately reflected in this agreement and in relevant systems to ensure compliance with taxes, payroll deductions, and the applicability of other labor and employment laws. Teleworking outside the Commonwealth of Virginia may impact eligibility and access to certain benefits provided to employees working in the Commonwealth of Virginia.</p>		
Section III – Notification and Approval Process for Occasional Changes to Telework Location		
<p>Document the notification and approval processes required for the employee to request and receive approval for telework locations or pattern changes - or for the agency to inform the employee of the need to shift to limited telework.</p>		
Section IV – Telework Category		
<input type="checkbox"/> Full-Time Telework - Employee teleworks their entire work schedule from the alternate work location(s) documented in this agreement		
<input type="checkbox"/> Hybrid Telework - Employee consistently teleworks 32 hours or more per month, typically one to two days a week from the alternate work location(s) documented in this agreement and as documented in the Hybrid telework pattern section below. Notice and approval process for deviations from this alternate work location or telework pattern must be documented in the notification and approvals section below.		
<input type="checkbox"/> Limited Telework - Employee consistently teleworks less than 32 hours per month on a sporadic or task driven basis. May be expected and/or required to work in a telework mode for limited periods in response to a specific agency need. The notice and approval process to inform the employee of the need to telework or for the employee to request a shift to telework must be documented in the notification and approvals section below.		

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Section V – Remote Work Schedule		
Day of the Week	Schedule	Work Location
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Other (variable telework day, etc.)		

Section VI – Continuity of Operations Status
<p>Employee <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT expected to telework for the duration of an emergency pursuant to a pandemic and/or when the employee’s central workplace is closed due to natural or manmade emergency situations (e.g. snowstorm, hurricane, act of terrorism, etc.). If employee is unable to telework during an emergency due to illness or dependent care responsibilities, the employee must take appropriate leave. The employee may be asked and expected to report to an agency central workplace, other alternative locations, or be granted emergency closing authorization, on a case-by-case basis, when other circumstances (e.g. power failure) prevent the employee from teleworking at the alternate work locations listed above.</p>

Section VII – Telework Expenses		
<p>The agency and employee agree to the following responsibility for expenses that may be related to teleworking. The agency will (Yes) or will not (No) be responsible for the following equipment or expenses:</p>		
Expense	Yes	No
Business related phone calls	<input type="checkbox"/>	<input type="checkbox"/>
Agency issues cell phone	<input type="checkbox"/>	<input type="checkbox"/>
Use of personal phone stipend	<input type="checkbox"/>	<input type="checkbox"/>
Telework location internet connection	<input type="checkbox"/>	<input type="checkbox"/>
Hardware and software required to perform job	<input type="checkbox"/>	<input type="checkbox"/>
Office supplies	<input type="checkbox"/>	<input type="checkbox"/>
Travel and commuting expenses to agency physical location	<input type="checkbox"/>	<input type="checkbox"/>
Lodging expenses related to travel to agency physical location	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

