



**Authority:** Code of Virginia [§ 2.2-203.1](#) requires that the Secretary of Administration, in cooperation with the Secretary of Technology, 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 Worker's Compensation Program and/or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while working at the alternate worksite.
- 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.
- Employee shall not record meetings and/or interviews without the knowledge and consent of every executive branch agency employee in attendance. If any attendee indicates that he/she is recording the meeting, each attendee shall document consent in a sworn statement; however, this statement does not apply to administrative activities or criminal investigations as required or authorized by law. OSIG will provide a copy of the sworn statement to all meeting attendees within 24 hours of the meeting conclusion.

#### 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.
- If children or adults in need of primary care are in the alternate work location(s) during employee's work hours, some other individual must be present to provide the care.

#### 4. Compensation and Benefits

- All pay/salary rates, leave/retirement benefits, and travel reimbursements will remain as if the employee performed all work at the employee's established base work location.
- 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 supervisors will not accept unapproved overtime work from non-exempt employees. 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 office 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.
- 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 will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

#### 6. Initiation and Termination 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.
- 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.
- 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.



**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.

<b>Section I – This document constitutes the terms of the telework agreement for:</b>		
1. Employee Name (Last Name, First, Middle Initial)	2. Title	
3. Agency	4. Alternate Work Location(s) Address(es)	
5. Telework Arrangement Implementation Dates ( Agreement should be reviewed and revalidated at least every two years)		
a. Start Date	b. End Date	
6. Alternate Work Location(s) Telephone Number(s) (Include Area Code)	7. Alternate Work Location(s) Email Address(es)	
<b>Telework Arrangement Category</b> (select one)		
<input type="checkbox"/> <b>Full-Time Telework</b> Employee teleworks their entire work schedule from the alternate work location(s) documented in this agreement.	<input type="checkbox"/> <b>Hybrid Telework</b> 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"/> <b>Limited Telework</b> 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 telework must be documented in the notification and approvals section below.
<b>Hybrid Telework Pattern</b> - Document the normal pattern of days and hours the employee will telework each week. Document the process required to request and receive approval for deviations in days or hours in the notification and approvals section to the right.	<b>Notification and Approvals</b> - Document the notification and approval processes required for the employee to request and receive approval for telework locations or pattern changes – or for the organization to inform the employee of the need to shift to limited telework.	
<input type="checkbox"/> SUNDAY <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY		
Normal work hours at alternate work location will be from _____ to _____		
<b>Continuity of Operations “Emergency Closing” Status</b> (select one)		
Employee <input checked="" 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 the 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.		
Employee Signature	Date	
Immediate Supervisor	Date	
Deputy Inspector General	Date	

<b>Section II – Safety Checklist</b>		
Safety Feature Verified at Alternate Work Location Listed Above:	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a work location.	<input type="checkbox"/>	<input type="checkbox"/>
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).	<input type="checkbox"/>	<input type="checkbox"/>
3. Electrical system allows for grounding of electrical equipment (three prong receptacles).	<input type="checkbox"/>	<input type="checkbox"/>
4. Alternate work location is free of any obstructions that could restrict visibility and movement (including doorways).	<input type="checkbox"/>	<input type="checkbox"/>
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.	<input type="checkbox"/>	<input type="checkbox"/>
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.	<input type="checkbox"/>	<input type="checkbox"/>
7. If materials containing asbestos are present, they are in good condition.	<input type="checkbox"/>	<input type="checkbox"/>



8. Work location space is free of excessive amounts of combustibles, floors are in good repair, and carpets are well secured.	<input type="checkbox"/>	<input type="checkbox"/>
I verify that this safety checklist is accurate and that my alternate work location is a reasonably safe place to work.		
<b>Employee Signature</b>	<b>Date</b>	

<b>Section III – Equipment</b>				
State Owned or Leased Equipment Issued to Employee				
	<b>Issued</b>	<b>Date</b>	<b>Documented</b>	<b>Date</b>
Computer				
Cellular				
Printer				
Scanner				
Other (list)				