



# Telework Agreement

**The following constitutes an agreement on the terms and conditions of teleworking between VITA and Employee named below:**

Name:  Name of person filling out form Date:

VITA E-Mail Address: @vita.virginia.gov Work Phone:  -  -  x

VITA Directorate:  Customer Agency:

Work Address:

City:  State: **VA** Zip Code:  Cost Center:

- |   |                              |                                 |
|---|------------------------------|---------------------------------|
| 1. Employee agrees to participate in teleworking and to adhere to applicable guidelines and policies.   | <input type="checkbox"/> YES | <input type="checkbox"/> NO     |
| 2. Agency concurs with Employee participation and agrees to adhere to applicable guidelines and policies.   | <input type="checkbox"/> YES | <input type="checkbox"/> NO     |
| 3. If the conditions of a teleworking agreement change (e.g. additional assets are relocated to the alternate work location), the agreement must be resubmitted for approval. Indicate whether this is a new agreement or an update to an existing agreement. | <input type="checkbox"/> New | <input type="checkbox"/> Update |
| 4. How will routine communications between you, your supervisor, co-workers, and customers be handled? (Describe)   |                              |                                 |

**WORK LOCATION/SCHEDULE**

- Full-time (40 hours per week)       One day or more per week on an average  
 32 or more hours/month (Explain \_\_\_\_\_ )
- Employee's central workplace address is:
  - Employee's alternate work location address and phone number:  
  
Describe in detail the designated work area at the alternate work location.
  - At the central workplace, Employee's work hours will normally be (enter in format h:mm am/pm; i.e., 8:00 AM):  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
 on the following days:     Monday     Tuesday     Wednesday     Thursday     Friday
  - At the alternate workplace, Employee's work hours will normally be (enter in format h:mm am/pm; i.e., 8:00 AM):  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
 on the following days:     Monday     Tuesday     Wednesday     Thursday     Friday
  - Commute miles saved each teleworking day. (both ways)  
 Commute time saved each teleworking day. (both ways)
  - Employee's time and attendance will be recorded the same as if performing official duties at the central workplace.
  - Supervisors will maintain a copy of Employee's teleworking schedule. Employee is responsible for providing Employee's supervisor(s) with the alternative work location and phone number(s).

**WORK STANDARDS/PERFORMANCE (check each box)**

- Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

- Employee will complete all assigned work according to work procedures mutually agreed upon by the Employee and the supervisor, and according to guidelines and expectations stated in the Employee's performance plan.
- Supervisor will evaluate Employee's job performance according to the Employee's performance plan (on Employee Work Profile or equivalent agency form).
- Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the teleworking agreement, and/or appropriate disciplinary action.

**COMPENSATION/BENEFITS**

- All salary rates, leave accrual rates, and travel entitlements will remain as if the Employee performed all work at the central workplace.
- Employee will be compensated in accordance with applicable law and state policy for overtime work that has been requested by his/her supervisor and approved in advance.
- Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, Employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from teleworking and/or other appropriate 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.

**EQUIPMENT/EXPENSES**

- Employee who uses 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 equipment, he/she is responsible for servicing and maintaining it.
- Neither the agency nor the state will be liable for damages to the Employee's personal or real property during the course of performance of official duties 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 as an alternate work location.
- Upon cessation of teleworking, termination of employment, or at the request of VITA, Employee must immediately return all agency-owned or agency-issued property.

**SAFETY**

- Employee is covered by the appropriate provisions of the Commonwealth's Workers' Compensation Program or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing official duties at the central workplace or alternate work location.
- Employee confirms that the alternate work location is, to the best of his/her knowledge, free of recognized hazards that would cause physical harm (such as frayed or loose electrical wires; clean, dry and level floor surfaces; phone lines and electrical cords are properly secured; etc.) The Employee further confirms that, to the best of his/her knowledge, the space is free of asbestos-containing materials. If asbestos-containing materials are present, they are undamaged and in good condition.
- Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location while working.
- Supervisor will investigate all accident and injury reports immediately following notification.

**CONFIDENTIALITY/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 the privacy requirements set forth in the state law, the Department of Human Resource Management Policies and Procedures, or agency policy or procedure.
- Email shall NOT be used to send data that is sensitive relative to confidentiality and integrity.

**INITIATION AND TERMINATION OF AGREEMENT**

- Employee agrees to adhere to applicable guidelines and policies.
- Agency concurs with Employee participation and agrees to adhere to applicable policies and procedures.
- Employee may terminate participation in teleworking at any time unless it was a condition of employment. Two weeks notice to the agency is recommended.

Agency may terminate Employee's participation in teleworking at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the Employee is recommended when feasible, but is not required.

Is this teleworker required to work from an Alternative Work Location? YES NO

State-issued and Employee-provided equipment must be identified below. State issued equipment should include the agency tag number or serial or other identification number. Employee-provided equipment and services should also be listed and include peripheral, software, data or voice-line access; Internet access; or other facilities and services.

Item	VITA Issued (Describe by brand, model, etc.)	Tag number or serial number or provider	Employee Provided (Describe by brand, model, etc.)
<input type="checkbox"/> Computer			
<input type="checkbox"/> Monitor			
<input type="checkbox"/> Docking Station			
<input type="checkbox"/> Keyboard/Mouse			
<input type="checkbox"/> Fax Machine			
<input type="checkbox"/> Telephone			
<input type="checkbox"/> PDF/Blackberry			
<input type="checkbox"/> Cellular Phone			
<input type="checkbox"/> Internet Access			
<input type="checkbox"/> Air Card			
<input type="checkbox"/> Chair			
<input type="checkbox"/> File Cabinet			
<input type="checkbox"/> Printer			
<input type="checkbox"/> Scanner			
<input type="checkbox"/> Other (specify)			
<input type="checkbox"/> Other (specify)			
<input type="checkbox"/> Other (specify)			
<input type="checkbox"/> Other (specify)			

By signature below, I agree to adhere to applicable guidelines and policies. I certify that this information is accurate and true. I understand that falsifying this document may violate criminal and civil laws and employment policies of the Department of Human Resource Management and the Virginia Information Technologies Agency and subject me to criminal prosecution, civil penalties, and disciplinary action, including termination of my employment.

**By signing below the Employee, Supervisor and Agency agree adhere to the terms, policies and confirmations described in this Telework Agreement. The typed name serves as an electronic signature and will be accepted as a valid and binding signature.**

Employee:	Date:
Supervisor:	Date:
Telework Coordinator (Director of Human Resources):	Date:

When completed, this form should be sent electronically to VITA Human Resource Management at [HRForms@vita.virginia.gov](mailto:HRForms@vita.virginia.gov).

**FOR HR USE ONLY**

<b>Date Received</b>	<b>Position Number</b>
<b>Date PMIS Updated</b>	<b>Date Chart(s) Updated</b>