VIRGINIA MILITARY INSTITUTE
Lexington, Virginia

GENERAL ORDER)
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Telework/Telecommuting Policy

1. Purpose

The Code of Virginia requires each state agency to establish a telework and alternate site work policy under which eligible classified employees and Administrative and Professional (AP) faculty members may telecommute for all or part of their workweek in order to promote general work efficiencies. The following policy defines the requirements for establishing a telework arrangement for salaried classified employees and AP faculty members.

2. Policy

Telework (also referred to as "telecommuting") allows an employee to work at an alternate location. The employee performs essentially the same work that he or she would in the central work place in accordance with the same performance expectations and other agreed upon terms. Telework arrangements may be established for long-term or short-term periods.
Although many of the Institute's programs, operations, and services are normally performed on Post and require the presence of employees at the central work place, department heads have the authority to designate positions eligible for telework or alternate work arrangements. While alternate work arrangements may meet the needs of both the department and the employee, management has the sole discretion to determine when this is appropriate. In certain cases a telework arrangement could be considered a reasonable accommodation for an employee with a disability covered under the Americans with Disabilities Act (ADA). Approvals for telework should be made on a case-by-case basis. The approval of a position for telework does not mean that any employee who later may fill that same position would be authorized to work at alternate work sites. The position should be periodically re-evaluated to determine if telework continues to best meet the department's needs.

3. Telework Agreement

Work performed in alternate work locations is considered official Institute business. Prior to beginning a telework arrangement a formal telework agreement must be signed by both parties.

4. Exceptions to Formal Telework Agreement

It is an accepted practice for teaching and research faculty members to carry out their work with varied schedules on Post and at alternate locations. Normally, a formal telework agreement will not be required for T/R faculty unless the normal work assignment is consistently at an alternate location (i.e. not the standard assigned office).

On occasion, a department may also determine that employees may need to work at alternate worksites for a few days to accommodate unusual circumstances, such as a brief office closing for renovations or relocation. In such cases, the formal telework agreement is not required, but should be documented for department files by memorandum, specifying work expectations and duration.

5. Termination of the Telework Agreement

Management reserves the right to end the telework arrangement at any time. Employees should be given reasonable notice of the termination of the agreement. Employees may be required to return to the central work place if deemed as having performance or work conduct problems, or if management feels it is in the best interest of the organization and/or the employee to end the arrangement, either permanently or temporarily.

6. General Expectations and Conditions

There are a variety of issues which supervisor and employee should discuss before implementing a telework agreement. Employees and supervisors must review the Telework Implementation Guidelines. An Employee's classification, compensation and benefits will not change upon implementation of telework.

7. Hours of Work

The amount of time the employee is expected to work will not change due to participation in a telework agreement. Hours of work should remain the same unless specified in the agreement. Employee agrees to apply her/himself to work during work hours. The procedures for approval of overtime and the approval and use of leave should also be specified. Nonexempt employees are responsible for reporting all hours worked each week. Failure to report time, like failure to obtain approval for overtime, can result in the termination of the telework arrangement, or other disciplinary action.

8. Telework Objective

The opportunity to telework is not intended to be used in place of leave, nor is telework designed as a substitute for child or adult care. If children or adults in need of care are in the home during the employee's at-home working hours, another individual should be present to provide the primary care.

9. Compliance with Policies

Employees must agree to comply with Institute rules, policies, practices and instructions and understand that violation of such may result in the termination of the telework arrangement and/or disciplinary action, up to and including dismissal.

10. Security of Agency Information and Records
Employees are responsible for the security of all documents and records in their possession while teleworking and must adhere to VMI security procedures to ensure confidentiality and security of data. Any use of restricted-access information or materials at an alternate work location must be approved and described in the telework agreement, along with procedures for removing and returning those materials.

11. Authorized Closing or Late Opening Due to Weather

Employees working at an alternate location during an Institute closing or late opening due to inclement weather conditions are expected to continue working unless that was not possible due to power outages or other conditions that prevent them from working. An employee approved for telework/telecommuting during an authorized closing or late opening due to inclement weather will not receive compensatory time off.

12. Equipment and Materials

Employees must use VMI computers that meet all security requirements for any work on the Colleague system. Where agreements specify, the department may provide equipment and materials needed by employees to effectively perform their duties; however, they are not required to do so. Employees must agree to use equipment provided by the department and supplies for business purposes only and to notify the supervisor immediately of equipment malfunction in order to schedule repair or replacement. All Institute equipment located at an employee's premises is fully insured. Any damage or theft of the equipment should immediately be reported to the supervisor. Institute-owned equipment used in the normal course of employment will be maintained and repaired by the department. When employees are authorized to use their own equipment, the department will not assume responsibility for costs of repairs, maintenance, or service.

13. Other Costs

VMI is not responsible for operating costs (such as electric bills), home maintenance, or other costs incurred by employees in the use of their homes as alternate work locations.

14. Liability

The Institute assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours, or for liability damages to employee’s real or personal property resulting from participation in the telework program. General liability insurance protecting the actions of all VMI agents is provided 365 days per year subject to the provisions of the insurance policy in effect at the time.

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety habits they would use in the Institute and to maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

15. Safety Confirmation

The employee must confirm 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.

16. Procedures

The department must develop a telework agreement that incorporates the employee's conditions of employment. The signed telework agreement for salaried classified and AP faculty member should be sent to Human Resources with a copy kept in the department's file,; the termination of such an agreement should be in writing, with a copy sent to Human Resources.

17. Definitions

Telework – A work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their central workplace for at least one day per week or 32 hours per month and in accordance with the telework agreement.
Alternate work location – Approved work sites other than the employee's central workplace where official Institute business is performed. Such locations may include, but are not limited to, employees' homes and satellite offices.
Central workplace – the location where the employee normally performs her/his duties. Work agreement – The written agreement between the employer and employee that details the terms and conditions of an employee's work away from his or her central workplace.

FOR THE SUPERINTENDENT:

Jeffrey H. Curtis
Colonel, USAF (Ret.)
Chief of Staff

DIST: E
OPR: HR

Virginia Military Institute

TELEWORK/TELECOMMUTING AGREEMENT

To be completed by employee and supervisor, with the original agreement provided to the VMI Human Resources Office.

Department	

Employee		**Date**	

General Agreement

1. The employee has reviewed, and agrees to follow, the Telework Implementation Guidelines and related policy.
2. The department concurs with employee participation and agrees to follow applicable guidelines and policies.
3. The employee has arranged to have others provide any necessary care for children or adults who are in the home while employee is teleworking.
4. The employee or the department may end participation in the telework agreement at any time, unless it is a condition of employment. Two weeks' notice will be given whenever possible.
5. The employee agrees to participate in telework for an initial period not to exceed one year, beginning _____ and ending _____.

NOTE: Please indicate if this is a trial period (recommended). If so, supervisor and employee must review agreement after that period, update if needed, then re-submit to HR. If telework schedule is not meeting needs of the department or employee, agreement should be terminated.

Plan for Telework Arrangement

1. Describe the business rationale associated with this telework arrangement (including, but not limited to - Increased productivity, decreased distraction, improved customer service, more efficient use of space or equipment, etc.)

2. The employee's central workplace is _____.

3. The employee's proposed alternate work location is_____.

4. Please describe alternate work location, especially designated work area and available equipment.

5. At the central workplace, the employee's work hours will normally be
   From (time): To (time):
   on the following days:
   At the alternate work location, employee's work hours will normally be
   From (time): To: (time):
   on the following days:

Safety Confirmation

The 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.

Confidentiality/Security of Information

The employee and supervisor will follow Institute approved data security procedures at the alternate worksite, and will comply with the privacy requirements set forth in state law and VMI policies. Any permission to use restricted access materials at an alternate site must be approved and included as an attachment with this agreement, specifying which files can be removed from the office.

Equipment

Describe any department owned or leased equipment which has been issued to the employee.

I have read the complete *Telework Implementation Guidelines* and *Telework Agreement* and I concur with the terms.

Employee Signature		Date	

I have reviewed the *Telework Agreement* and the *Telework Implementation Guidelines* with the employee, and have witnessed the employee's signature.

Department Head Signature		Date	

Please send a signed copy of this agreement to the VMI Human Resources Office

Telework Implementation Guidelines

(For joint review by employee and supervisor prior to completion of Telework Agreement)

Telework is defined as the execution of all or part of job responsibilities at an alternate work site for a minimum of eight hours per week or 32 hours a month. Occasional telework does not require the completion of a telework agreement.

- All arrangements are voluntary on the part of the employee (unless written into the position description), require supervisor approval, and must not interfere with regular office or department function.
- In certain cases, a telework arrangement can be considered a reasonable accommodation for an employee with a disability covered under the Americans with Disabilities Act (ADA). Contact the VMI Human Resources Office for more information.
- Employees whose job descriptions include travel are not considered to be teleworking.
- Telework arrangements are always determined on a **case by case basis**; final decisions rest with supervisor and can be rescinded by supervisor, or employee, at any time.

If **children or adults in need of primary care** are in the alternate work location during employee's work hours, some other individual must be present to provide that care. Telework is NOT intended to serve as a substitute for child or adult care.

A trial period (e.g. one semester or three months) is a good idea before an extended telework arrangement. Following that period, supervisor and employee should review agreement, update if needed, then re-submit to HR. If telework arrangement is not meeting needs of the department or employee, agreement should be terminated.

The VMI Telework Policy applies to eligible classified/Institute staff and AP faculty. It is an accepted practice for teaching and research faculty to carry out their work with varied schedules on campus and at alternate locations, therefore a formal telework agreement will not be required for T/R faculty unless the normal work assignment is consistently at an alternate location (i.e. not the standard assigned office).

A. Determining Eligibility for Telework

- **Business Rationale** – How will this telework arrangement benefit the work team, office or the Institute? Justification may include, but is not limited to - increased productivity, decreased distraction, improved customer service, more efficient use of space or equipment, and/or lower operating costs.

- **Managerial Oversight** – Supervisors sometimes believe they have to oversee staff at all times. Telework calls for a focus on results and productivity rather than face time, and requires trust and effective communication between supervisor and employee.

- **Position -**Managers and employees should thoroughly analyze position descriptions, responsibilities, and how the work is performed. Appropriate positions that may be those that:
  - Require independent work
  - Require little customer or co-worker interaction
  - Require concentration
  - Result in specific, measurable outcomes

- Can be evaluated by output
- For which needed equipment and technology can be easily accessed

- **Employee** - Managers and employees should also consider employee work style. Characteristics indicative of success include:
  - The ability to work productively on one's own
  - Self motivation and flexibility
  - Thorough knowledge of position responsibilities
  - A low need for social interaction
  - Above average performance record
  - Excellent organizational and time management skills
  - Effective communication skills
  - Honesty and dependability

B. Conditions of Employment

- The **original Telework Agreement** form is retained in the department files. Additional signed copies will be provided the employee and forwarded to the Human Resources Office.
- Employee will meet with supervisor in central workplace to receive assignments and to review completed work as necessary.
- **Performance expectations** and evaluations will not change as a result of telework. Conditions of employment will remain the same, and expectations should be clear and measurable. Supervisor will evaluate employee's job performance in accordance with applicable performance planning and evaluation, and probationary policies.
- Employee agrees to limit performance of official assigned duties to the central workplace or department-approved alternate work location within agreed upon hours. Failure to comply with this provision may result in termination of the telecommuting arrangement and/or other appropriate disciplinary action.
- **Salary and benefits** will not be affected by telework.
- Arrangements that assure **adequate communication** between employee, co-workers, supervisor and customers must be established.
- **The Telework Agreement does not automatically** go with an employee in a new position, or apply when a position previously done via telework is assumed by a new employee.

C. Hours of Work

- **The required number of work hours** will not change, and employees are responsible for reporting time worked, leave used, and for adhering to Institute and state attendance policies.
- **Overtime Worked:** Telework schedules will be treated no differently than regular work hours. Any overtime must be approved by supervisor. Failure to do so may result in termination of the telework arrangement and/or disciplinary action.
- For **non-exempt employees**, hours worked must be recorded just as they would be during normal working hours at the central location.
- **Sick/annual leave** is recorded based on the number of hours employee is scheduled to work on the day s/he uses the leave, whether s/he is at the central or alternate work location.
- **Paid holidays** will count as 8 hours if falling on a day scheduled for telework.
- A **meal break of at least 20 minutes** must be provided to employees working more than 6 consecutive hours. It is NOT included in hours worked and must be recorded.

- **Days worked at alternate location** must be approved by supervisor, and must allow for necessary office coverage (i.e. not exclusively Mondays and Fridays).
- **Authorized closings** will apply to the teleworker as s/he will be unable to remain in contact with supervisor and co-workers. Essential employees are the exception and will receive compensatory leave for hours worked.
- Supervisors may require employees to **report to central workplace** for work-related events, or may meet with her/him in the alternate location, if needed.
- **Telework is not to be used in place of sick or annual leave**, however, in consultation with HR, a department may choose to offer telework arrangements as an opportunity for partial or full return to work based on Institute policy and the criteria normally applied to decisions regarding the approval of telework.

D. Safety

- VMI does **not assume responsibility for injury** to any persons other than the teleworker for injuries arising out of duties at the telework site during the set work hours. The supervisor must be immediately notified of an injury sustained at a telework site and should complete an Employer's Accident Report.
- Employee is covered by the Commonwealth's Workers' Compensation Program or the Virginia Sickness and/or Disability Program (VSDP), as appropriate, if injured while performing official duties at the central workplace or alternate work location.
- Employees agree to practice the same safety habits they would use while at the Institute and to maintain safe conditions in their alternate work locations, as described in the safety confirmation.
- The 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.

E. Security of Information

- Employees working in remote locations, and their supervisors, must adhere to all **applicable security procedures** in order to ensure confidentiality and security of data.
- Employee's **remote work computer** shall be in compliance with all VMI guidelines for uses of hardware and software including virus protection software, licensing provisions, system security and passwords.
- The employee will protect all confidential Institute documents from **unauthorized access**.
- **All products, documents and records** that are used, developed, or revised while teleworking remain the property of VMI.