



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS
DIVISION OF PERSONNEL



TELEWORK POLICY

Philosophy

The purpose of this policy is to support the creation of Telework Agreements between Departments and their employees. Telework is a work arrangement that allows an employee to perform all or part of their work at an approved telework site. Telework is considered a strategy for recruitment and retention, continuing operations during an emergency, reducing office space footprints and as a reasonable accommodation under the Americans with Disabilities Act. However, in no way should a Telework Agreement diminish the ability for a Department or Agency to fulfill its mission and mandates. Telework Agreements must be practical, beneficial, and must encompass the same work expectation as already established. Work hours, overtime, compensation, and time off must conform to existing policies and procedures. This policy covers routine and situational Telework as defined below.

Definitions

Telework: A work arrangement that allows for some or all work to be completed away from the official worksite on a regular basis.

Routine Telework: Telework that occurs as part of an approved Telework Agreement on an ongoing, regular schedule.

Situational Telework: Telework that is approved on a case-by-case basis due to official worksite closure, inclement weather, natural disasters, epidemics, pandemics, or during a drill for the aforementioned.

Eligible Employee: An employee who holds an eligible position and is approved by their supervisor and Agency Head as eligible for Telework.

Eligible Position: A position determined by the Agency Head that can accommodate Telework without impacting the mission and mandate of the Department.

Official Worksite: The employees' usual and customary worksite.

Telework Site: A place other than the official worksite where the employee can work and may include the employee's home.

Teleworker: An employee who is working under an approved Telework Agreement.

Eligibility

When considering a Telework Agreement, a two-prong test is employed: A position eligibility test and an employee eligibility test as outlined below.

1. Eligible Position Test

The Department or Agency will annually determine the eligibility of each position to participate in Telework. This determination will be made based on the completion of the Telework Position Eligibility Form and is at the discretion of the Agency Head. The following criteria outline the minimum considerations when determining position eligibility:

1. Job Requirements
 - a. Are job requirements clearly outlined?
 - b. Can all or some job requirements be fulfilled away from the Official Worksite on a recurring basis?
 - c. Is work performed independently?
 - d. Is the job primarily knowledge-based?
 - e. Can work deliverables be clearly established?
 - f. Can the collateral duties of this position accommodate Telework?
 - g. Would work be enhanced by uninterrupted time to complete tasks?
 - h. Can work meetings accommodate telework agreements?
 - i. Will telework negatively impact operations?
 - j. Does the position include fieldwork?
 - k. Can field work begin and end at the telework site?
2. Contacts
 - a. Is frequent in-person supervision, coaching, and feedback required for this position?
 - b. Can face-to-face interactions be scheduled to occur on specific days or occur randomly?
 - c. Can telephone or video communication replace face-to-face interactions?
 - d. Is a face-to-face response to inquiries required immediately?
 - e. Is input from others who are physically located at the official worksite a routine part of the job?
 - f. Will telework negatively impact colleagues for any reason?
3. Training
 - a. Can position and compliance training be conducted remotely?
 - b. Is job shadowing an essential aspect of job training?
4. Tangibles
 - a. Are reference materials conducive for use outside of the official worksite all or part of the time?
 - b. Can reference materials be duplicated or available for online access?
 - c. Is specialized equipment required to complete tasks (scanner, photocopier, etc.)
5. Computers & Phones

- a. Does the employee have the equipment necessary to telecommute (laptop, internet access)?
 - b. Is access to network servers needed?
 - c. Is remote access to network servers available?
 - d. Is a phone required to connect the workplace?
 - e. Are long-distance calls supported from the telework site?
6. Security
- a. Is confidential information used when completing job tasks?
 - b. Can confidential information be safeguarded at the telework site?

Eligible positions usually have primary responsibilities such that the employee typically works alone such as (List not all Inclusive):

Accounting	Engineering	Management
Analyzing Data	Evaluating	Monitoring Contracts
Auditing	Financial Analysis	Project Management
Calculating	Graphic Design	Report Writing
Computer Programing	Inspection	Research and Reading
Data Entry	Legal Services	Training Design
Editing	Preparing Budgets	

Eligible Employees

Telework is not the ideal work arrangement for all employees. The knowledge, skills, and abilities of the employee must also be considered. It is permissible to prohibit probationary employees from Telework. Additional factors to be considered include:

- Past and current performance levels;
- Past and current attendance;
- Dependability, trustworthiness, and timeliness;
- Effective communications;
- Level of self-motivation;
- Independent work completion;
- Productivity;
- Ability to prioritize work and meet deadlines;
- Demonstrated ability to manage time effectively;
- Need for social interaction.

Responsibilities

Agency Head

- a. Examine Telework Position Eligibility forms and make a final determination on each annually.
- b. Approve or deny Telework Agreements within 15 business days of approval from the supervisor or manager.

Managers and Supervisors

- a. Review Telework Requests and make a case-by-case determination on each within 15 business days.
- b. If Telework Request is approved, develop a Telework Agreement, Telework Deliverables, and a Follow-up Plan.
- c. Continue to manage the performance of employees.
- d. Monitor telework programs, at least quarterly, to ensure no adverse impacts due to Telework Agreements.

Employees

- a. Read and understand the Telework Policy.
- b. Attend telework training.
- c. Determine the suitability of a telework arrangement.
- d. Submit a Request to Telework.
- e. Adhere to the Telework Agreement.

Division of Personnel

- a. Provide Telework training / guidance for potential teleworkers, teleworkers, and supervisors of teleworkers.
- b. Provide Occupational Health and Safety Tips and Ergonomic Office Standards.
- c. Update the Telework Policy at least every five years.

Telework Agreement Procedure

1. Review Telework Positions Listing

Once the Department or Agency Telework Positions listing is published, interested employees holding those positions should review the Telework Policy. After a thorough review of the policy, employees who desire to pursue teleworking should determine a telework site.

2. Telework Site

A designated telework site must be established by the employee. This site must be suitable for the performance of the duties and should be maintained in a safe condition, free from hazards or other dangers. The location and physical address of the site must be provided to the Department or Agency and the supervisor may also request photos of the worksite to ensure compliance with safety standards.

The employee will establish an appropriate work environment within their home for work purposes. The Department or Agency will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Additionally, the Department or Agency is not responsible for wireless access or internet costs.

Teleworking employees will be expected to ensure the protection of the proprietary information of the Government of the Virgin Islands and customer information stored or accessible from the telework site. All of the Department's Privacy and Security policies and procedures will extend to the telework site and are hereby incorporated by reference into the Telework Policy. Security and privacy safeguards implemented by the employee shall include but are not limited to, satisfactory completion of privacy and security training as necessary from time to time, use of locked file cabinets and desks, regular password maintenance, shredding and disposal of confidential information and any other steps appropriate for the job and the environment. If the Department or Agency has reasonable cause to suspect that an employee is not making best efforts to secure the information described herein, the Department or Agency reserves the right, at its sole discretion, to conduct an unannounced audit of the employee's teleworking workspace.

3. Telework Request

An employee should submit a Telework Request Form to their Supervisor. Supervisors should respond to the request within 15 business days. Supervisors or managers may also approach employee(s) about routine Telework. At no time should routine Telework be forced. Telework is not a right and the Department or agency has the right to approve or deny any request; this policy does not imply an employee's right to Telework. Under no circumstances are employees permitted to work at home without prior permission. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with Section 500:2 of the Government Employees Handbook and applicable Collective Bargaining Agreements.

Approved Requests

If the supervisor and Agency Head approves the Telework Request, a Telework Agreement must be established and signed before Telework commences. This Agreement must be reviewed at least annually and upon an Agency Head or supervisor change. Prior approval does not guarantee future approval.

Denied Requests

A denied request may include at least one reason for denial. If a telework request is denied the employee may cure the denial reason; however, the Department or Agency retains the right to approve or deny any request.

4. Telework Agreement

The telework agreement verifies the components of Telework for the respective employee. The Agreement must be signed and dated by the immediate supervisor and the Agency Head annually.

The employee, Supervisor and Agency Head will agree on the number of days of teleworking allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or e-mail within a reasonable time period during the agreed upon work schedule. Email must be checked at least once per hour.

The first six months of the Telework Agreement will be deemed a trial period. Evaluation of teleworker performance during the trial period may include daily interaction between the employee and the supervisor, as well as, weekly face-to-face meetings or video conferences to discuss work progress and problems. At the conclusion of the trial period the employee and supervisor may each complete an evaluation of the arrangement and make recommendations for continuance, modifications or cancellation. Evaluation of teleworker performance beyond the trial period will be consistent with that received by employees working at the office in

both content and frequency but will focus on work output and completion of objectives rather than time-based performance. Only one trial period is required per employee and position. Acceptance of a new position and a new telework agreement will require a new trial period.

An appropriate level of communication between the teleworker and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and teleworker will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

Teleworking is NOT designed to be a replacement for appropriate child or dependent care. Although an individual employee's schedule may be modified to accommodate child or dependent care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective teleworkers are encouraged to discuss expectations of teleworking with family members living in the same space prior to entering into a trial period.

Additional Considerations

Position Change

Any teleworker who moves between positions and/or job function necessitating a change of supervision will require a new written agreement as described earlier in this Policy. Movement from a non-bargaining unit position to a bargaining unit position will require the employee to be guided by the work schedule tenets of the respective Collective Bargaining Agreement. In addition, if the work duties change significantly, a new Telework Position evaluation may be required at the determination of the immediate supervisor.

Performance & Discipline

A teleworker who receives an unsatisfactory or needs improvement performance evaluation may be returned to the official worksite if the supervisor determines the employee's performance is impacted by Telework.

A teleworker subjected to disciplinary action based upon just cause may be removed from Telework by the employee's supervisor.

Leave Accrual

Annual and sick leave will accrue as normal. Leave usage will be charged based on the approved work schedule. Time off must be requested in the manner outlined in the Telework Agreement.

Holidays

Telework does not affect holiday pay eligibility.

Compensatory Time/ Overtime

Compensatory time will still be governed by other applicable rules and regulations, such as Fair Labor Standards Act, Compensatory Time Policy and all applicable Collective Bargaining Agreements.

Departments and Agencies may require the employee to clock in via the STATS time and attendance system on the computer to record their time. This measure is also designed to assist with allocating time if paid from a federal grant and recording time in cases of a declared emergency. The form "STATS Request For Changes to

Employee Data” can be found on the Department of Finance’s website - <https://dof.vi.gov/forms-and-policies>.

Teleworking employees will be held to the same high standard of compliance as office-based employees. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the teleworking agreement.

Equipment Use

The Department or Agency may choose to purchase equipment and related supplies for Telework use and/or permit the use of employee-owned equipment. The quantity, type, nature, and function of the equipment are based solely on Agency Head’s discretion. Any equipment purchased by a Department or Agency for use by Teleworkers will remain Government property. Government property equipment use may be discontinued upon Agency Head’s discretion. Maintenance and repair of equipment will be performed in the manner determined by the Agency for Government-owned property. In the event of equipment failure or malfunction, the Teleworker must notify his or her supervisor promptly, not to exceed five business hours. Employees must take reasonable precautions to avoid viruses as they would at their regular workstations. Any equipment provided for Telework use may not be used for any non-work purpose. The Department or Agency reserves the right to install, modify, and remove any software, connection, or system installed by the Government for Telework use. The Teleworker must sign an inventory of all office property received and agrees to take appropriate action to protect the items from damage or theft. An employee that fails to protect the Department or Agency’s equipment from damage or theft will be subject to corrective action up to and including termination of employment.

Equipment supplied by the employee, if deemed appropriate by the Department or Agency, will be maintained by the employee. The Department or Agency accepts no responsibility for damage or repairs to employee-owned equipment. The Department or Agency reserves the right to make determinations as to appropriate equipment, subject to change at any time.

Supplies

Office supplies issued by the Department of Agency may be utilized at the Telework site. These supplies must only be used for work-related purposes.

Liability

The Government of the Virgin Islands continues to assume no liability for injuries that occur outside of the assigned duties and/or Telework hours. The Government shall not be liable for damages to the Teleworker’s personal or real property while the employee is teleworking. The Government of the Virgin Islands assumes no liability for third party injuries for those who enter the designated Telework site.

Modification and Cancellation

A Telework Agreement may be modified or canceled with notice within ten business days and for any reason by the immediate supervisor, Agency Head, or Governor of the Virgin Islands. Reasons for the cancellation are not limited to the following:

- Departmental needs
- Change in work duties
- Non-satisfactory conduct or performance

- Non-compliance with the terms of the Agreement
- Abuse of Telework program

If canceled, all Government-owned equipment issued to the Teleworker must be returned the following business day.

Disciplinary Action

Telework employees are subjected to the same rules and discipline as all other employees. The voluntary written Agreement outlines the arrangement and clearly states that the Agreement may be terminated at any time. Failure to achieve satisfactory work performance may result in the immediate end of the Telework Agreement.

Situational Telework

Agency Heads and the Governor of the Virgin Islands may institute Situational Telework due to official worksite closure, inclement weather, natural disasters, epidemics, pandemics, or during a drill for the aforementioned. This will require Telework for all employees holding positions approved for Telework. Governor authorized Situational Telework authorizes Agency Heads or their designee to immediately allow Telework for employees even if a position has not been deemed routine Telework eligible prior to the Governor's statement authorizing Telework. Further, the Governor may issue a statement authorizing situational Telework at any time, including before or after a State of Emergency has been declared.

In a state of emergency, as declared by the Governor, Agency Heads are authorized to allow Telework for employees immediately. After this declaration, the Department is encouraged to simply expedite the telework agreement process. However, if expediting is not possible or practical and job duties can be completed remotely, the Department is only required to obtain:

- A verbal "yes" from the employee that a Telework Site has been identified by the employee and meets the basic requirements of being a safe location to complete job duties;
- A verbal listing of equipment that will be used to complete duties;
- The physical address of the telework site;
- A contact phone number to be used by the employee when teleworking; and
- A verbal commitment by the employee to communicate in the manner determined by their immediate supervisor when teleworking.

In this instance, the following requirements will be waived as determined by the Agency Head:

1. Telework Position Eligibility Form;
2. Telework Training requirement;
3. Telework Request Form; and
4. Telework Agreement.

As soon as practicable, the Telework Acknowledgement form should be completed. If a telework site is found to be unsuitable for telework, the employee and immediate supervisor will determine another telework site, if available. Governor authorized Situational Telework will end upon notice from the Governor or the end of the State of Emergency.

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TELEWORK POSITION ELIGIBILITY FORM

Department		Unit	
Position Title		Employment Type	

Please provide a short Job Summary.	
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Primary Job Requirements	Percent of requirement that can be completed <u>remotely</u> .	How and when will the balance of each position requirement be completed?

Job Responsibility Considerations			
	Yes	No	Comment
Is work performed independently?			
Is job primarily knowledge-based?			
Can work deliverables be clearly established?			
Can the collateral duties of this position accommodate telework?			
Would work be enhanced by uninterrupted time to complete tasks?			
Can work meetings accommodate Telework agreements?			
Will telework negatively impact operations?			
Does the position include field work?			
Can field work begin and end at the telework site?			
Contacts			

Is frequent <u>in person</u> supervision, coaching and feedback a requirement for this position?			
Can face-to-face interactions be scheduled to occur on specific days or with little notice?			
Can telephone communication replace face-to-face interactions?			
Is a face-to-face response often required immediately?			
Is input from others who are physically located at the official worksite a routine part of the job?			
Will Telework negatively impact colleagues for any reason?			
Training			
Can position and compliance training be conducted remotely?			
Is job shadowing an important aspect of job training?			
Tangibles			
Are reference materials conducive for use outside of the official worksite all or part of the time?			
Can reference materials be duplicated or available for online access?			
Is specialized equipment required to complete tasks?			
Is equipment such as a computers, phone, copier required to complete tasks?			
Is access to network servers required?			
Is remote access to network servers available?			
Is a phone required to connect the workplaces?			
Do long distance calls need to be made from the Telework site?			
Security			
Is confidential information used when completing job tasks?			
Can this information be safeguarded at the Telework site?			

Based on an analysis of the above considerations, the Department will determine if this position is suitable for telework by approving or denying eligibility below.

60% or more Scheduled Telework Hours (Telework 3 or more days per week) 40% or less Scheduled Telework Hours (Telework 2 or less days per week)

() Approved () Disapproved Reason _____

Supervisor's Name Signature Date

() Approved () Disapproved Reason _____

Agency Head Signature Date

TELEWORK REQUEST FORM

Department		Unit	
Position Title		Employment Type	

Please provide a short Job Summary.			
Has your position been approved for Telework?	<input type="radio"/> Yes	<input type="radio"/> No	<small>If no, please speak with your supervisor for a Telework Position Eligibility Form to be completed.</small>

Identified Telework Physical Address	
Telework Contact Phone Numbers:	

Telework Request	
40% or Less Telework	60% or More Telework
<input type="radio"/> Once every two weeks	<input type="radio"/> Three days a week
<input type="radio"/> One day a week	<input type="radio"/> Four days a week
<input type="radio"/> Two days a week	<input type="radio"/> Five days a week
<input type="radio"/> Occasionally for special projects	

Telework Days Requested	Workday Starts	Lunch Start	Lunch End	Workday Ends
<input type="radio"/> Mondays				
<input type="radio"/> Tuesdays				
<input type="radio"/> Wednesdays				
<input type="radio"/> Thursdays				
<input type="radio"/> Fridays				

Initials	Telework Basic Requirements
<small>I attest the following:</small>	<p>I attended Teleworker Training on _____ and I believe I demonstrate the characteristics necessary to be a successful Teleworker:</p> <ul style="list-style-type: none"> <input type="radio"/> I have not had any below satisfactory performance evaluations within the last 2 years. <input type="radio"/> I have not had any disciplinary action(s) within the last 1 year. <input type="radio"/> I am a productive, dependable, trustworthy and timely employee. <input type="radio"/> I effectively communicate with my supervisor, coworkers, clients and other stakeholders. <input type="radio"/> I am self-motivated. <input type="radio"/> I can work independently to complete my work. <input type="radio"/> I can effectively prioritize work. <input type="radio"/> I have demonstrated my ability to manage time effectively and meet deadlines. <input type="radio"/> I understand that my opportunities for workplace social interaction will be reduced.
	LIGHTING

	The telework area I have identified is adequately illuminated, allowing me to perform my duties without eyestrain or glare.
	COOLING AND VENTILATION The Telework area I have identified is properly cooled and ventilated.
	CLEANLINESS AND ORGANIZATION The Telework area I have identified is free of clutter and offers sufficient space to complete my work.
	HAZARDS The Telework area I have identified does not have potentially hazardous chemicals in the area and is free from falling objects and tripping hazards (to include proper cord management) with a clear path of travel.
	NOISE The Telework area I have identified is far enough from distracting sounds or the sounds can be diffused by shutting the door or using a room divider such that I can complete my work free from distractions.
	ELECTRICAL The Telework area I have identified includes sufficient grounded electrical outlets and surge protectors if needed.
	CONFIDENTIAL The Telework area I have identified allows for confidential documents and other communication to be secured and limits the possibility of accidental disclosure to third parties.

I have the following equipment to enable Telework:			
	Department Issued	Personal	Serial Number
Computer or laptop			
Internet connection			
Webcam			
Computer speakers			
Computer microphone			
Printer			
Phone			
Scanner			
Other _____			
Other _____			

I certify that the information above is accurate and I have read and understand the components of the Government of the Virgin Island’s Telework Policy. I understand that prior to teleworking, a Telework Agreement must be drafted, signed and agreed upon even if this Telework Request Form is approved by my supervisor.

Employee Name Signature Date

FOR USE BY THE DEPARTMENT ONLY

() Approved: Please note, telework may not begin until a Telework Agreement has been drafted and signed by employee, supervisor and Agency Head.
 () Disapproved: Reason _____

Supervisor Name Signature Date

TELEWORK AGREEMENT

Department		Unit	
Position Title		Employment Type	
Employee Name			

Pursuant to the Government of the Virgin Islands Telework Policy and the Department listed above, this Telework Agreement is entered into as of the date of the last signature below.

SCOPE OF THE AGREEMENT

Other than the duties and obligations expressly imposed on the Employee under this agreement, the duties, obligations, requirements and conditions of employment remain unchanged such as job responsibilities, requirements and standards of performance and conduct. Employee agrees to be bound by all applicable personnel, departmental, federal and local laws, regulations, policies, and procedures while working at the telework site. Failure to do so will result in disciplinary action and/or termination of the telework agreement.

TELEWORK SITE

This agreement confirms approval of Employee to establish _____ as their approved telework site. Employee is approved to perform work at the telework site in accord with the following schedule:

40% or Less Telework		60% or More Telework		
<input type="radio"/> Once every two weeks		<input type="radio"/> Three days a week		
<input type="radio"/> One day a week		<input type="radio"/> Four days a week		
<input type="radio"/> Two days a week		<input type="radio"/> Five days a week		
<input type="radio"/> Occasionally for special projects				
Telework Days	Workday Starts	Lunch Start	Lunch End	Workday Ends
<input type="radio"/> Mondays				
<input type="radio"/> Tuesdays				
<input type="radio"/> Wednesdays				
<input type="radio"/> Thursdays				
<input type="radio"/> Fridays				

The Employee's supervisor may also request photos of the telework site to ensure compliance with safety standards. Employee will maintain the basic requirements of the Telework Site. Failure to maintain the basic requirements will result in revocation of telework.

EQUIPMENT USE

The Department has agreed that the following equipment is needed for Employee the telework and the employee has agreed to utilize the following to complete their job requirements when teleworking:

Telework Equipment	Department Issued	Personal	Serial Number
Computer or laptop			
Internet connection			
Webcam			
Computer speakers			
Computer microphone			
Printer			
Phone			
Scanner			
Other _____			
Other _____			

All Department issued equipment remains the property of the Government of the Virgin Islands. The Government of the Virgin Islands retains the right to remove or discontinue the use of the equipment above at the Department’s discretion. Telework equipment must be maintained in good working condition, electrical equipment must be kept away from direct sunlight, be placed on well ventilated surfaces and provide for sufficient airspace around them and be powered down at the end of each workday.

Employee agrees to:

- Return GVI owned property when requested, within one business day.
- Allow maintenance and repair of GVI owned equipment in the manner determined by the Department.
- In the event of equipment failure or malfunction, Employee will notify his or her supervisor in a timely manner, not to exceed 5 business hours.
- Employee must exercise reasonable care to maintain equipment and supplies and must take precautions to avoid viruses as they would at their normal workstations.
- Allow the install, modification and removal any software, connection or system installed by the government for telework use.
- Adhere to the GVI Information Technology Policy.

COMMUNICATION

Employee agrees to communicate with his/her supervisor via phone and/or electronic methods. Email must be checked at least once every teleworking hour. If the employee is unable to communicate, authorization to telework is revoked. Employee agrees to business related phone calls on the following phone numbers when teleworking: Primary: _____ Secondary: _____

Employee understands that it is his/her responsibility to obtain voice messages from assigned work phone:

- Via phone forwarding
- Via emailed voicemail messages
- Each workday
- At another interval approved by Employee's immediate supervisor

Employee understands that departmental activities and needs such as meetings may not always be scheduled on non-telework days and that the employee will be required to return to the official worksite on those days and times at the request of his/her immediate supervisor if virtual meeting attendance is not suitable.

PERFORMANCE & DISCIPLINE

If Employee receives an unsatisfactory or needs improvement performance evaluation, employee may be returned to the official worksite if the supervisor determines the employee's performance is impacted by telework. A teleworker subjected to disciplinary action may be removed from telework by the employee's supervisor. Employee understands that the effectiveness of telework will be evaluated for the first six months of the first telework agreement and on an ongoing basis and if this agreement compromises work quality, efficiency and productivity this agreement will be terminated. This determination is the supervisor's discretion.

WORK HOURS & RECORDING HOURS WORKED

Employee agrees to contact his/her supervisor if work dictates working past the scheduled work hours. Failure to do so will result in disciplinary action and/or termination of the telework agreement. Compensatory/Over time will still be governed by other applicable rules and regulations such as Fair Labor Standards Act, the Compensatory Time Policy and applicable collective bargaining agreement. Employee is responsible for clocking in and out in the manner determined by his/her supervisor. Time off should be requested in the manner established by the Employees immediate supervisor.

SECURITY & CONFIDENTIALITY

All GVI owned data, software, equipment, and supplies must be properly protected and secured. Employee will comply all GVI policies and procedures to include the Information Technology policy. Any software, products or data created as a result of work-related activities are owned by the GVI and must be produced in the approved format and medium only. Employee agrees to protect Department records from unauthorized disclosure or damage and will comply with all legal and policy requirements regarding confidentiality or disclosure of information.

LEAVE ACCRUAL, HOLIDAYS AND COMPENSATION

Annual and sick leave accrue as normal. Leave usage will be charged based on the approved work schedule. Time off must be requested using the STATS time and attendance software. Telework does not affect holiday time off and pay eligibility. Telework does not entitle any employee to additional compensation outside of compensation the employee would receive if working at the official worksite as defined in the Telework Policy.

DEPENDENT/CHILD CARE

Except during unavoidable circumstances situational telework, Employee agrees not to provide in-home care for children or dependents or attend to personal chores during telework hours.

WORKPLACE INJURIES & WORK INTERRUPTIONS

The telework site is considered an extension of the employee's official worksite; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the telework site during approved telework hours. Any work-related injuries must be reported to the employee's supervisor immediately, and the employee must complete all required documents regarding the injury. Employee is required to report any work interruptions, such as power outages that exceed 30 minutes.

LIABILITY

The Government of the Virgin Islands continues to assume no liability for injuries that occur outside of the assigned duties and/or telework hours. The government shall not be liable for damages to the teleworkers personal or real property while the employee is teleworking. The government of the Virgin Islands assumes no liability for third party injuries for those who enter the designated telework site.

MODIFICATION AND CANCELLATION

Telework is voluntary and is only available so long as the employee and position remain eligible at the department's sole discretion. Either party may terminate the telework agreement, for any reason upon written notice. There is no right to telework and this agreement does not constitute a contract to telework. A Telework Agreement may be modified or cancelled upon ten business days and for any reason by the immediate supervisor, Agency Head or Governor of the Virgin Islands. Reasons for the cancellation are not limited to the following:

- Departments needs
- Change in work duties
- Non-satisfactory conduct or performance
- Non-compliance with the terms of the Agreement
- Abuse of telework program

Any teleworker who moves between positions and/or job function necessitating a change of supervision will require a new written agreement and trial period. In addition, if the work duties change significantly, a new Telework Position evaluation may be required at the determination of the immediate supervisor. If cancelled, all

government owned equipment issued to the teleworker must be returned the following business day. At no time will be Department be responsible for any costs, damages or losses from the cessation of telework.

TERM

Telework is voluntary and may be terminated at any time by the Employee or Department. This Agreement is effective as of the effective date above and shall remain in effect for no more than 12 months from the effective date. This agreement may be renewed annually. The first six months of the first agreement will be deemed a trial period. During the trial period, Employee’s supervisor may require daily interaction between the employee and the supervisor, as well as, weekly face-to-face meetings or video conferences to discuss work progress and problems. At the conclusion of the trial period, Employee and supervisor may each complete an evaluation of the arrangement and make recommendations for continuance, modifications or cancellation. Evaluation of teleworker performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.

SITUATIONAL TELEWORK

Agency Heads and the Governor of the Virgin Islands may institute situational Telework due to official worksite closure, inclement weather, natural disasters, epidemics, pandemics, or during a drill for the aforementioned. This will require Telework for all employees holding positions approved for Telework with the ability to Telework to ensure the continuity of Government operations.

I HAVE REVIEWED THE CONDITIONS OF THIS AGREEMENT WITH MY IMMEDIATE SUPERVISOR AND AGREE TO THE CONDITIONS. THE TERMS OF THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL THE AGREEMENTS TERMINATED OR AMENDED IN WRITING BY EITHER OF THE PARTIES, OR THE APPROVED TELEWORK PERIOD ENDS.

_____	_____	_____
Employee Name	Signature	Date

_____	_____	_____
Supervisor Name	Signature	Date

_____	_____	_____
Agency Head Name	Signature	Date

SITUATIONAL TELEWORK ACKNOWLEDGEMENT

Department		Unit		Employment Type	
Position Title		Employee Name			

Pursuant to the Situational Telework section of the Government of the Virgin Islands Telework Policy, the employee and the Department listed above acknowledge the following:

SCOPE OF THE ACKNOWLEDGEMENT

The Governor of the Virgin Islands and/or my Agency Head has activated Situational Telework due to an emergency declaration. This requires Telework for all employees with the ability to Telework to ensure the continuity of Government operations. Governor authorized Situational Telework authorizes Agency Heads or their designee to immediately allow Telework for employees even if a position has not been deemed routine Telework eligible prior to the Governor’s statement authorizing Telework.

Other than the duties and obligations expressly imposed below, the duties, obligations, requirements and conditions of employment remain unchanged such as job responsibilities, requirements and standards of performance and conduct. Employee continues to be bound by all applicable personnel, departmental, federal and local laws, regulations, policies, and procedures while working at the Telework site, to include proper use and handling of government issued equipment.

TELEWORK SITE, EQUIPMENT & SUPPLIES

This acknowledgement confirms approval of Employee to establish a location within their home as their approved Telework site and that the employee has discussed with their supervisor the equipment and supplies that will be used to Telework. Employee will perform work at the Telework site in accord with the following schedule:

Workday	Workday Starts	Lunch Start	Lunch End	Workday Ends

The Employee’s supervisor may request photos of the Telework site to ensure compliance with basic safety standards. Employee will maintain the Telework site in a safe manner.

COMMUNICATION

Employee will communicate with his/her supervisor via phone and/or electronic methods and has provided a contact phone number to their supervisor. Schedule changes should be communicated immediately as worktime must be completed at the Telework Site and must be certified by supervisors. Falsification of work hours will result in disciplinary action. This communication shall also include immediately reporting workplace injuries and work interruptions exceeding 30 minutes.

LIABILITY

The Government of the Virgin Islands continues to assume no liability for injuries that occur outside of the assigned duties and/or Telework hours. The government shall not be liable for damages to the Teleworkers personal or real property while the employee is Teleworking. The government of the Virgin Islands assumes no liability for third party injuries for those who enter the designated Telework site.

TERM

Situational Telework ends upon notice from your Agency Head.

I HAVE REVIEWED THIS ACKNOWLEDGEMENT WITH MY IMMEDIATE SUPERVISOR AND ACKNOWLEDGE THE FOREGOING.

Employee Name	Signature	Date
Supervisor Name	Signature	Date
Agency Head Name	Signature	Date