

Appendix A

Employee Emergency Teleworking Agreement

1. Teleworking

- Teleworking is to be used only when the normal worksite is not available or accessible during emergencies or to achieve a social distancing management methodology.
- An employee must have the pre-approval of their agency head or designee prior to working from home.
- When working from home:
 - It is the responsibility of the employee to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely.
 - It is the employee's responsibility to designate one area in the home that is suitable for the performance of official Commonwealth business, and the Commonwealth's potential exposure to liability is restricted to this official work area.
 - The Commonwealth is not responsible for any operating costs that are associated with the employee's home as a worksite. This includes maintenance, insurance, and utilities.
- If the Commonwealth has provided equipment to the employee, the employee agrees to permit access to their home worksite by agency representatives as required, normally with a **24-hour notification** and **during normal working hours**, to repair or maintain Commonwealth-furnished equipment, and to ensure compliance with the terms of this teleworking agreement.

2. Time and Attendance, Work Performance and Overtime

- Time spent working at home must be accounted for and reported in the same manner as if the employee reported for duty at their normal work location.
- The employee is required to satisfactorily complete all assigned work, according to established standards and guidelines.
- The employee is required to follow normal agency procedures regarding the requesting and approval of overtime, compensatory time and leave.

3. Security and Equipment

- The employee is required to abide by the same information security policies and procedures regardless of where they are conducting Commonwealth business.
- Data accessed using privately owned equipment may only be stored on Commonwealth furnished equipment. Commonwealth equipment includes memory stick and mobile hard disk (using Commonwealth data encryption standards), DVD, CD, or floppy disk.

- The employee is responsible for the security of all official data, and protection of any Commonwealth-furnished equipment and property, in carrying out duties at their home worksite.
- Commonwealth-furnished equipment must only be used for official duties, and may not be used by non-Commonwealth employees.
- The agency shall be responsible for obtaining software licenses that are used on privately owned equipment for official business. When privately owned equipment is no longer used it is the responsibility of the teleworker to remove and return all government-owned software to the agency software manager. Commonwealth-furnished software is subject to copyright laws and shall not be copied onto other systems that are not authorized.
- The agency is responsible for the maintenance of all Commonwealth-furnished equipment. The employee may be required to bring such equipment into the office for periodic maintenance. The employee must return all Commonwealth-furnished equipment and material to the agency when employment terminates or at the agency's request.

1. Workers' Compensation and Other Liabilities

- An employee who is directly engaged in performing the duties of their jobs is covered by all applicable state employee compensation acts while work at home.
- The employee is required to follow standard procedures regarding reporting of any accident or injury at the home work site. The Commonwealth's potential exposure to liability is restricted to the official workstation for the purposes of teleworking

2. Standards of Conduct

- The employee continues to be bound by all Commonwealth standard policies, including but not limited to the Governor's Code of Conduct while working at the home worksite.

3. Computer Security Training

- The employee must complete the appropriate Computer Security Training prior to begin teleworking

I have reviewed and understand the terms and conditions of this Emergency Teleworking Agreement.

Signature:
Employee: _____ **Date:** _____

I have reviewed and discussed the terms and conditions of this Emergency Teleworking Agreement with the employee.

Signature:
Supervisor: _____ **Date:** _____