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I. PURPOSE

Technology enables the City of Richmond (COR) to selectively offer an alternative way to conduct business. Telework allows City employees and others to conduct City business from remote locations, while still being able to access information technology services and data. Telework is intended to enhance productivity, creativity, employee satisfaction, and/or reduce operating costs. This policy also supports the Clean Air Act and the city's greenhouse gas emission reduction goals by reducing the number of hours and miles that City of Richmond employees spend traveling to and from work.

This policy does not apply to requests for reasonable accommodation or occasional work from home arrangements such as in instances of inclement weather. Employees requesting to telework as a reasonable accommodation should follow the City of Richmond's procedures on requests for reasonable accommodation.

II. POLICY

Telework is not an employee benefit; it is an option granted and approved by the Appointing Authority or designee to employees that meet certain requirements. Teleworking may be appropriate for some employees and some jobs as determined by the Appointing Authority or designee at his or her sole discretion. It is neither an entitlement nor a benefit; and it does not change the terms and conditions of the teleworker's employment. Attendance in the workplace is an essential function of employment with the City of Richmond.

Participation in the telework program may be terminated by the teleworker, the Appointing Authority, or designee. Upon notice of termination of the telework arrangement, the employee will report for on-site work within three (3) business days, unless the Appointing Authority or designee authorizes an extension. Failure to return within the designed time frame may be considered job abandonment, and the employee may be separated from employment.

All pay and leave entitlements will be based on the employee's official primary duty location. The employee is responsible for tax consequences associated with teleworking and compliance with any other laws including local zoning regulations. Employees may wish to consult their attorney or tax accountant regarding any legal or tax implications associated with the use of their residence or off-site location as a work location.



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Eligibility: Employees must have successfully completed at least six-months of their probationary period and must receive a satisfactory rating on their interim performance evaluation in order to be eligible to request a telework arrangement. Employees must meet and maintain a rating of 275 or above on the annual employee performance evaluation to maintain a telework arrangement. Exceptions to this eligibility requirement may be granted by the Appointing Authority under special circumstances, including, but not limited to, a situation where an employee is physically incapable of reporting for normal duty at city facilities, or to support continuity of operations plans during severe weather, pandemics, natural disasters, or other emergency situations.

Suitability: Once an employee meets the eligibility requirements stated above, the decision to allow teleworking is solely within the Appointing Authority's discretion. The Appointing Authority may consider the following:

- 1. Employees suited for telework are solid performers who know the job and the department standards and expectations. They can work independently, do not require close supervision, and have good communication skills. They are reliable, disciplined, and self-motivated.
- 2. Work suited to telework involves some form of information processing such as reading, writing, calculating, analyzing, designing, programming, and managing data. Some of the work products can be measured. Tasks are predictable or can be scheduled.
- 3. Work units suited to telework have structure, clear work assignments, cross training, backup plans, and can operate smoothly when one or more employees is working off site.

III. PROCEDURE

A. Application and Approval

The decision to allow an employee to telework will be made by the agency Appointing Authority. Supervisors and employees wishing to apply for a telework arrangement must first complete the Selection Criteria Worksheet.

Employees approved for telework must conduct an alternate worksite inspection using the approved <u>Safety Checklist for Teleworkers</u>.

Employees approved for telework who plan to use their own personal computer (PC) must meet the standards defined in the <u>Teleworker Home Equipment Checklist</u> and are responsible for maintaining security software/antivirus per the City security guidelines.



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Both supervisors and employees must complete mandatory telework training prior to approving an employee's telework requests. Training is required annually, as provided by the Human Resources Training Division. All completed documents, forms, and agreements related to the telework arrangement will be retained in the Human Resources Employee File.

If the Appointing Authority agrees to allow an employee to telework and the above forms and training are completed, a <u>Telework Agreement</u> must be completed. A Telework Agreement is valid for one year and must be renewed annually. Entering into a Telework Agreement does not constitute a contract or guarantee of employment or obligate the City of Richmond to employ the teleworker for any stated period of time. Terms and conditions of employment do not change when the employee becomes a teleworker.

All employees permitted to telework must continue to abide by all the City's administrative regulations and personnel policies, including but not limited to the Discrimination and Harassment, IT Resources and Communications Systems and Workplace Safety policies, Electronic Media Systems - (Internet/Intranet) Administrative Regulation 2.5, Remote Access-Administrative Regulation 2.5, and Electronic Media Systems Policy Use of Computer Equipment Administrative Regulation 2.7. Employees who use the City's network systems for teleworking agree that their access and connection to the City's network(s) may be monitored.

B. Liability

If an employee chooses to accept the telework schedule, the employee does so at his or her own risk. The City of Richmond is not liable for the non-City of Richmond owned or managed environment in which a Teleworker chooses to work.

- 1. The City of Richmond will not be liable for damages to a teleworker's personal or real property at the alternate work location.
- 2. The teleworker assumes responsibility to protect and prevent loss, theft, or damage of City equipment.
- 3. Employees are prohibited from unauthorized work during their teleworking work hours. Non-exempt employees cannot work overtime more than 40 hours in a work week without prior approval of the employee's supervisor.
- 4. Nonexempt employees who are permitted to telework must comply with the City's Timekeeping Policy/Payroll Practices. Employees must accurately record all working



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time. All leave requests and overtime are subject to the City of Richmond's policies and must be pre-approved.

C. Security

- 1. Restricted access materials will not be taken to the alternative work site without prior written approval by the teleworker's supervisor.
- 2. Teleworkers are expected to follow all applicable security procedures in order to ensure the confidentiality and security of sensitive information and agree not to download company confidential information or trade secrets onto non-secure devices. Teleworkers should refer to other appropriate Administrative Regulations such as:
 - Electronic Information Security Administrative Regulation 2.6
 - Use of Computer Equipment Administrative Regulation 2.7
 - Electronic Systems User Passwords Administrative Regulation 2.8
- 3. Teleworkers are expected to maintain physical access restrictions to computer equipment at the alternative worksite. All measures must be taken to restrict access to computers, peripherals, and networks they are attached to from unauthorized parties.
- 4. All data transmissions made by teleworkers in the performance of their duties at an alternate worksite must take place via City -provided and/or -approved mechanisms. The use of personal accounts, services, and media is prohibited.
- 5. The use of public wireless/wired connections as a means of teleworking is strictly prohibited. The teleworker must maintain control of the security mechanisms of the networks by which City data is transmitted or maintain an agreement with providers to safeguard this data transmission from unauthorized parties.

D. Equipment

1. The City of Richmond may require a teleworker to use personally owned equipment such as a personal computer, networking equipment, internet connectivity services, and existing wiring in order to connect to the COR network from their alternate worksite. Employees are responsible for the maintenance of and supplies for personal equipment. The teleworker is responsible for the installation and the monthly service fee for the communication line(s) between the employee's home and the COR network. The teleworker is required to meet



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the standards in the Teleworker Home Equipment Checklist. The teleworker is also responsible for all costs related to meeting this standard. The City of Richmond may, however, supply a teleworker with the equipment it deems necessary to perform designated job functions, from the alternate work location. The decision on what equipment and software to supply, if any, is reserved for department/agency director. The Department of Information Technology will assist, when requested, in assessing the related equipment needs.

- 2. Any equipment provided by the City of Richmond will be considered a loan. Damage beyond normal wear and tear is the responsibility of the user. The equipment may be changed, swapped or withdrawn as deemed necessary by the City of Richmond. Any equipment requires the recoding of all pertinent information including, but not limited to the following:
 - a. The name, social security number, address, and phone number of the party to whom the equipment is assigned.
 - b. The date of the loan, return date of the equipment, description, condition, serial number, model number and quantity of the equipment provided.
 - c. Statement of both parties indicating that they have each received a copy of this policy.
 - d. Signatures (written or electronic) from each party indicating that the conditions of the policy are understood, have been met, and will be adhered to.
- 3. City of Richmond equipment provided to a teleworker may be used for legitimate City business only and only by the teleworker who has proper prior authorization to use the equipment.
- 4. Provided equipment shall be returned no later than the date specified on the signed form, or upon request by the City of Richmond.
- 5. City of Richmond owned computer equipment will be maintained, serviced, and repaired by DIT staff or through arrangements made by DIT staff with an approved contractor.
- 6. Teleworkers are required to bring City of Richmond computer equipment to the DIT office or approved contractor, when in need of service.



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7. No software or hardware shall be installed on City of Richmond equipment by an employee other than DIT staff or designated Automation Coordinators.

E. Teleworker Responsibilities

- 1. Being prepared to report on site to the official primary work location within normal commute time if requested by management or supervisor.
- 2. Maintaining the security of their system and software through the appropriate use of security products and procedures (Refer to the Teleworker Home Equipment Checklist).
- 3. Ensuring equipment is adequately maintained and kept in compliance with standards for desktop computing, including virus protection, software revisions, and patch applications as needed (Refer to the Teleworker Home Equipment Checklist).
- 4. Forwarding their work phone to the telework site or having an appropriate voice mail message enabled on their work phone to allow callers to reach them at the alternate worksite.
- 5. The teleworker is responsible for all costs related to creating and maintaining the necessary secured environment.
- 6. When personal equipment is being used, the teleworker understands that all material created must be saved on the City of Richmond network in order to protect personal equipment from inclusion in e-Discovery cases.

F. Discipline

Violations of this policy by City of Richmond employees can result in disciplinary action in accordance with the City's Personnel Rules, and other applicable Administrative Regulations, as well as any department/agency rules, policies, or regulation.

Violations of this policy by non-City employees granted special access to the City of Richmond network could result in the revocation of their access privileges and/or termination of their business relationship with the City.

Employees who are given permission to telework must sign and acknowledge a statement of understanding.



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IV. REGULATION UPDATE

The Office of the Chief Administrative Officer and the Department of Human Resources shall be responsible for reviewing this policy at least biannually and for modifications to this Policy.

RECOMMEND APPROVAL:

CHIEF ADMINSTRATIVE OFFICER/DESIGNEE



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Acknowledgment of Receipt and Review

I	acknowledge that on (date)	, I received a copy of the
City of Richmond's Telew	ork Policy and that I read it, understood it	it and agree to comply with it. I
understand that the City has	s the maximum discretion permitted by law	v to interpret, administer, change,
modify or delete this polic	y at any time with or without notice. No	statement or representation by a
supervisor or manager or a	ny other employee, whether oral or written	n, can supplement or modify this
policy. Changes can only be	made if approved in writing by the Office o	of the Chief Administrative Officer
and the Department of Hum	an Resources. I also understand that any dela	ay or failure by the City to enforce
any work policy or rule will	not constitute a waiver of the City's right to	o do so in the future.
I understand that the	e information in this policy is intended to h	elp the City's employees to work
together effectively on assi	gned job responsibilities. I understand that	neither this policy nor any other
communication by a mana	gement representative or any other emplo	oyee, whether oral or written, is
intended to in any way crea	tte a contract of employment. This policy i	is not promissory. It also does not
set terms or conditions of er	mployment or create an employment contract	ct.
	[SIGNATURE]	
	[PRINTED NAME]	

[DATE]



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Selection Criteria Worksheet

The purpose of this worksheet is to assess an employee's job characteristics, work habits, and competencies for successfully working at an alternate worksite.

Teleworking Candidate Information			
Employee Name			
Supervisor Name			
Anticipated Telework Start			
Date			
Proposed Alternate Worksite			
Schedule			
Proposed remote access			
method			
Proposed connection type			
(dial-up, cable modem, DSL,			
etc)			

Evaluate the employee's current existing job function (note: if your responses are primarily medium to high then this employee is			
more likely to be a good candidate for teleworking)	Low	Medium	High
Clarity of work goals and objectives			
Ability to clearly define tasks for teleworking day(s)			
Ability to schedule face-to-face contact (meetings, etc.) on certain days of the week			
Degree to which communications can be accomplished using voice mail, email, or faxing			
Ability to control workflow/schedule			
Ability to combine work with others later			
Reliability of technology to support employee when teleworking			
Ability to meet internal and external needs while teleworking			
Ability to measure quantity and quality of performance			
Ability to benefit from quiet and uninterrupted time			



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Evaluate the employee's current existing job function (note: if			
your responses are primarily low to medium then this employee is			
more likely to be a good candidate for teleworking)	Low	Medium	High
Amount of face-to-face time required			
Amount of in-office reference materials or other resources required			
Impact on work team when employee is teleworking			
Amount of expenses while teleworking			
Amount of Customer Feedback required			
Amount of co-worker feedback required			
Amount of information, data, or materials that require security or other			
special handling			
Evaluate the employee's work style and level of performance			
(note: if your responses are primarily medium to high then this			
employee is more likely to be a good candidate for teleworking)	Low	Medium	High
Level of Job Knowledge			
Experience on current assignment			
Degree of confidence in making independent decisions			
Level of organizing and planning skills			
Degree of self-discipline regarding work			
Ability to separate work and personal commitments			
Level of trust regarding work hours			
Degree of reliability			
Degree of self-motivation			
Level of Productivity			
Desire to be results oriented			
Quality of work product			
Oral communication skills			
Written communication skills			
Relationship with customers			
Relationship with peers			
Level of understanding of City of Richmond policies and procedures			
Level of computer literacy			
Degree of Flexibility			
Adaptability of current job to the non-traditional work setting			
Ability to thrive in a work environment isolated from co-workers			
Ability to change home to an office-like environment			



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Evaluate the employee's current existing job function (note: if			
your responses are primarily low to medium then this employee is			
more likely to be a good candidate for teleworking)	Low	Medium	High
Evaluate the employee's work style and level of performance			
(note: if your responses are primarily low to medium then this			
employee is more likely to be a good candidate for teleworking)	Low	Medium	High
Resistance to change			
Need for interoffice personnel contact			
Need for supervision/frequent feedback			
Importance of co-worker input to perform job			
Need for social interaction			

Supervisors Considerations for Telework Approval

- a. Can the work performed be monitored by output versus time spent doing the job?
- b. Is the job characterized by clearly defined tasks and deliverables?
- c. Is there enough work for the employee to perform away from the worksite?
- d. What are the technical and equipment needs required to perform the work and can those technical and equipment needs be readily accessed from home?
- e. Does the work require minimal need for on-site files, records, special equipment, software, or other resources?
- f. Does the work require limited need for face-to-face contact with the public or colleagues?
- g. Can communication with the public or colleagues be satisfied remotely?
- h. Can the work be performed remotely without unnecessary risk to the security of data, networks, or client confidentiality?
- i. If the position is supervisory or managerial, can the employee effectively supervise their subordinate employees remotely?

Supervisor Signature	Date	
Department Director/Designee Signature	Date	



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Safety Checklist for Teleworkers

The following checklist is required to be filled out by each teleworker in organizing an alternate work site. The teleworker should review this checklist with their supervisor prior to the start of teleworking.

Worksite	Yes	No
Teleworker has a clearly defined workspace that is kept clean and orderly.		
The work area is adequately illuminated with lighting directed toward the side		
or behind the line of vision, not in front or above it.		
Is the temperature level adequate for maintaining your normal level of job		
performance?		
Exits are free of obstructions.		
Supplies and equipment (both departmental and employee-owned) are in good		
condition.		
The area is well ventilated and heated.		
Storage is organized to minimize risks of fire and spontaneous combustion.		
All extension cords have grounding conductors.		
All phone lines, electrical cords, and extension wires are secured under a desk		
or alongside a baseboard.		
Exposed or frayed wiring and cords are repaired or replaced immediately		
upon detection.		
Electrical enclosures (switches, outlets, receptacles, junction boxes) have		
tight-fitting covers or plates.		
Surge protectors are used for computers, fax machines, and printers.		
Heavy items are securely placed on sturdy stands close to walls.		
Computer components are kept out of direct sunlight and away from heaters.		
Emergency Preparedness	Yes	No
Emergency phone numbers (hospital, fire department, police department) are		
posted at the alternate work site.		
A first aid kit is easily accessible and replenished as needed.		
Portable fire extinguishers are easily accessible and serviced as needed.		
Smoke Detector is in proper working condition and within hearing distance of		
workspace.		



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Ergonomics	Yes	No
Desk, chair, computer, and other equipment are of appropriate design and		
arranged to eliminate strain on all parts of the body, in conformance with City		
Occupational Health Program guidelines.		
The phone is easily accessible in the work area		
Employee Signature Date		
Supervisor Signature Date		



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Teleworking Agreement

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate
work site on a regular basis. The agreement begins on <u>DATE</u> and continues until <u>DATE</u> or
INDEFINITELY. It can be withdrawn by written notice by either party at any time. The employee
understands that management retains the right to modify this agreement on a temporary basis as a result

Employee Name:

of business necessity.

1. All pay and leave entitlements will be based on the employee's official primary duty location. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

2. The alternate work site is <u>SPECIFY LOCATION</u>. Days and hours when the employee will normally work at this alternate work site are:

Day	Hours (indicate Lunch Hour)	Location
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

3. Additional hours for a non-exempt Employee involving overtime at any work site must be approved in advance by the supervisor.



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4. Duties and assignments authorized to be performed at this alternate work site are: SPECIFY DUTIES.

The supervisor reserves the right to assign work as necessary at any work site.

- 5. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon:
 [SPECIFY: who (include backup and emergency contacts), when, how often, during what time frames, how (phone, fax text, face-to-face, etc.)]
- 6. The employee agrees to remain accessible during designated work hours, except for the specified lunch hour. The employee agrees to notify their immediate supervisor if they must leave the alternate worksite during the scheduled hours. The employee agrees to have a telephone answering machine or voice mail service, and call waiting service to ensure unimpeded availability. The employee agrees to modify their City of Richmond voice mail outgoing message to indicate that they may be reached at the alternate worksite or that the employee will be checking for messages. The employee agrees to check for messages at least every two (2) hours.
- 7. The following equipment (include serial number where appropriate) will be used by the employee at the alternate work site (note: the agency's Automation Coordinator has primary responsibility for determining if the equipment is sufficient for the employee's computing needs and if the personal equipment meets the standards detailed in item 8 and item 9.

Hardware/Equipment	1	Description	Owned by City or Employee
Computer		•	•
Internet Connection			
Printer			
Fax Machine			
Copier			
Monitor			
Keyboard			
Mouse			



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		Owned by City or
Hardware/Equipment	 Description	Employee
USB Drive		
Surge Protector		
Telephone (Voice)		
Telephone (Data)		
Desk		
Chair		
Lighting		
Other		

The following Software/Services (include license number where appropriate) will be used by the employee at the alternate work site:

Software/Services	 Description	Owned by City or Employee
Operating System	-	
Virus Protection		
software		
Firewall		
Email		
Word Processor		
Spreadsheet		
Presentation Graphics		
Internet Browser		
Internet Service		
Provider		
Method of Remote		
Access		
Call Waiting		
Call Forwarding		
Conference Calling		
Other		

8. If employee is using their own computer, the employee's designated home PC/Laptop/Mac must:



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- use an operating system in mainstream support and is configured to accept updates automatically
- use a virus protection software in mainstream support and is configured to accept updates automatically
- o use a firewall in mainstream support and is turned on
- 9. The employee agrees to the following regarding the Home Network:
 - o If a wireless network is in use the Teleworker's wireless network is set so that the default SSID at a minimum is changed and preferably the SSID is not broadcasted.
 - If a wireless network is in use the Teleworker's wireless network is set so that the administrator user id is changed (if possible) but at a minimum that the default password is changed for the administrator account
 - o If a wireless network is in use the Teleworker's wireless network is set so that a minimum encryption protection level is set to WPA2 or better.
 - o If a wireless network is in use, and equipment is capable, it is configured so PC/Laptop/Mac accessing City systems is in isolation mode of other equipment connected.
- 10. The employee agrees to obtain approval before taking leave in accordance with established City of Richmond policies and procedures.
- 11. The employee with dependent care needs agree to make the necessary arrangements for alternative care during all agreed upon work hours. The employee agrees to conduct a site inspection of their alternate worksite using the supplied safety checklist. The employee agrees to maintain a safe and secure work environment. The employee agrees to allow the City of Richmond access to assess safety and security, upon receiving a one-day notice.
- 12. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the City of Richmond harmless for injury to others at the alternate work site.



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- 13. The employee agrees to use City of Richmond-owned equipment, records, and materials for purposes of City of Richmond business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- 14. The employee agrees to obtain office supplies during teleworker's in-office period.
- 15. The employee understands that all equipment, records, and materials provided by the City of Richmond shall remain the property of the City of Richmond.
- 16. The employee agrees that all electronic documents will be stored on the City of Richmond network.
- 17. The City of Richmond will not be liable for loss, theft, damage, or wear of employee owned equipment. The City of Richmond will hold liable the employee for loss, theft, or damage to City owned equipment and software if such loss or damage is caused by the employee's negligence, misuse, or abuse.
- 18. The City of Richmond will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., increase in utilities cost, Internet Service Provider Cost, Second Phone line) whatsoever, associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the City of Richmond. The employee may be reimbursed for long-distance telephone calls and or fax costs for business purposes, provided that the employee agrees to submit appropriate documentation for reimbursement.
- 19. The employee understands that his/her personal vehicle will not be used for City of Richmond business unless specifically authorized by the supervisor.
- 20. The employee agrees to return City of Richmond equipment, records, and materials within three (3) days of termination of this agreement. All City of Richmond equipment will be returned to the City of Richmond by the employee for inspection, repair, replacement, or repossession with three (3) days of written notice.



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- 21. The employee understands that all obligations, responsibilities, terms and conditions of employment with the City of Richmond remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
- 22. The employee understands that this agreement is not an employment contract for a definite period of time and that participation in the telework program will not change the terms and conditions of employment.
- 23. The employee understands that the decision to allow teleworking rest at the sole discretion of the Appointing Authority or designee and that the teleworking agreement can be terminated at any time for any reason. Upon notice of termination of the telework agreement, the employee will report for on-site work within three (3) business days, unless the Appointing Authority or designee authorizes an extension. Failure to return with the designated time frame may be considered position abandonment, and the employee may be separated from employment.
- 24. The employee agrees to comply with the approved work schedule and will request authorization to work overtime or use leave in accordance with the City of Richmond's policies.
- 25. The employee understands that there may be a need for the employee to report for on-site duty during a scheduled off-site day to support workload, to attend a meeting, or other event. The employee agrees to report on-site as requested by the Appointing Authority or designee.



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I hereby affirm by my signature that I have read this Teleworking Agreement and understand and agree to all its provisions.

Employee Printed Name/Signature	Date	
Supervisor Signature	Date	
Department Director/Designee Signature	Date	
Director of Information Technology/Designee Signature Note: IT Signature is only required if employee is using personal signature.	Date	