



City of Bend Remote Work

CITY OF BEND

Remote work means an employee does their job from someplace other than a worksite at a City facility, such as at home or at another suitable location. As a baseline, City designated buildings, office worksites and/or locations are considered the primary, default worksite locations.

The City Manager may make exceptions to the remote work policy to accommodate needs of the City, such as facility, transportation, and/or other temporary resource constraints that would benefit to the City by reducing City expense, increasing efficiency, and/or creating operational advantage.

Remote work can often maximize productivity, reduce commute trips, and accommodate the needs of employees as well as the City. Remote work also helps the City reduce traffic and greenhouse gas emissions, consistent with the Climate Action Plan.

The City supports remote work in situations where it is in the City's best interest as well as in the employee's interest. The City recognizes three categories of remote work:

- **Regular** - Regular remote work is remote work that is recurring, scheduled and/or ongoing on a long-term basis anticipated to exceed 30 days. Depending on the circumstances, regular remote work may be a mix of remote work and work at a primary City location, or may be 100% remote. Regular remote work is only available within the state of Oregon, with the possibility of time-limited exceptions for employees who are transitioning in to or out of City employment and who have a demonstrated need to work for a limited time from another state. Regular remote work in any other scenario requires advance approval by Human Resources and the City Manager.

All regular remote work arrangements must be authorized in advance by the Department Director. Any regular remote work arrangement that allows an employee to work more than 50% of the time from a remote location requires Human Resources approval in addition to Department Director authorization. Remote work agreements may have a term of up to 12 months, and may be extended in increments of up to 12 months at the discretion of the City.

- **Short-term** – Short-term or emergency remote work is remote work that occurs on a short-term basis for less than 30 consecutive calendar days. Supervisors may authorize short-term remote work on a case-by-case basis without Human Resources review and without a written agreement in place. Short-term work may occur from any location, subject to advance supervisor approval or direction.

- **Emergency** - emergency remote work is remote work that occurs in conjunction with an emergency declared by the City Manager or other emergent situation, as determined by the City. Emergency remote work may occur from any location, subject to advance supervisor approval or direction. In the event of an emergency or an emergent situation, the City may in its discretion require employees to undertake short-term or emergency remote work, subject to the City's discretion and its assessment of conditions at a mutually agreeable location.

Eligibility. Remote work is not an option for every position or every employee. An employee may be eligible for remote work if their job duties are compatible with a remote work arrangement, they require minimal direct supervision, and face-to-face interaction is not a primary job requirement or where such interaction can be successfully scheduled to permit remote work. Some employees may not be eligible for remote work due to their specific job requirements, impact on City operations, impact on team members, performance concerns, or other relevant factors. In determining employee and position eligibility, supervisors and employees are encouraged to use the following guidelines:

- **Position Eligibility.** An employee's position may be suitable for remote work when their job duties:
 - Are independent in nature and can be accomplished remotely without detrimental impact on work group productivity.
 - Substantively support operational demands including, but not limited to, workload, team members, and schedule coverage as deemed important for the occupation and operations.
 - Include clear work objectives, clearly-defined tasks, and measurable deliverables.
 - Do not require frequent in-person interaction, unless alternative arrangements can be made.
 - Are not essential to the management of on-site workflow or business operations.
 - Maintains reasonable availability for emergency recall or response as occupationally necessary or appropriate.
- **Employee Eligibility.** Multiple factors may be considered in determining whether remote work is suitable for Employees, including but not limited to whether they have:
 - Demonstrated acceptable work habits including, but not limited to, dependability, responsibility, and consistently met performance and conduct expectations.
 - Shown the ability to work independently without direct supervision.

- Demonstrated a high level of skill and job knowledge, as well as the ability to prioritize work effectively.
- Proper remote work space: secure, ergonomic, and complies with all health, safety, IT-related and cybersecurity requirements. Details for Equipment, Information Security, and Confidentiality are included in the Remote Work Agreement.

Remote work is a privilege, not an entitlement or a benefit. Supervisors and employees must both agree that remote work is appropriate and desirable given the operational needs of the position and the department. Remote work should not have a negative impact on essential job functions, team members, or the ability of the employee to be invested in the workplace community.

Remote Work Agreements. Employees who are interested in a remote work arrangement should contact their supervisor to discuss what options might be appropriate and to complete and submit a Remote Work Agreement, if one is required. The Remote Work Agreement is available [here](#).

If the Remote Work Agreement is not approved, the supervisor should provide a written response to the employee explaining the decision.

Employees must abide by the terms of their Remote Work Agreement. It is recommended that agreements are reviewed at least semi-annually, but may be evaluated on an ongoing basis to ensure that the employee's work quality, efficiency, and productivity are not compromised by the arrangement. The City reserves the right to approve or not approve Remote Work Agreements, and to change Remote Work Agreements at any time and for any business-related reason. The City may terminate or modify a Remote Work Agreement with ten business days' written notice. The written notice should include an explanation for the termination or modification. An employee may request to terminate or modify their Remote Work Agreement at any time. In the event an employee makes a request to terminate or modify their Remote Work Agreement, the City may have up to ten (10) business days to prepare for the employee's return to a City worksite or to implement any other changes or adjustments the City deems necessary.

Remote Work Standards and Obligations. Remote work does not change the terms and conditions of employment with the City and all remote work arrangements are subject to applicable collective bargaining agreements. Job responsibilities, standards of performance, and performance appraisals remain the same as when not working remotely. All employees who work remotely are subject to and must abide by the policies contained in this Employee Handbook and the terms and conditions of their remote work arrangement, including but not limited to those contained in their approved Remote Work Agreement. Employees shall comply with all City rules, policies, practices, and instructions during all remote work.

Employees are expected to be at least as productive while working at their alternative worksite as when they are at their normal City worksite, and should devote the same degree of time and attention to work regardless of their work location.

Additional Remote Work Requirements.

General Remote Work Conditions

- ***Work Schedules and Availability.*** Employees who are working remotely must work during their regularly scheduled work hours, except with advance supervisor approval or pursuant to an approved Remote Work Agreement. Employees should remain accessible by email, instant messaging (Teams, Jabber) and/or telephone during these hours. Remote work should not compromise employee availability to their co-workers, customers, and supervisor.
- ***Employee Contact Information.*** Employees will provide their supervisor with their preferred contact information (email, phone, cell phone, etc.) while working remotely. The City may share an employee's remote work contact information with other City employees as necessary to promote a collaborative and efficient workflow.
- ***Personal Business While Working Remotely.*** Employees are expected to take care of personal business during paid breaks or unpaid lunch periods, as they would at their City worksite. Unless otherwise required or allowed by state or federal law, an employee may not engage in activities while working remotely that would not be permitted at their regular worksite.
- ***In-person Attendance.*** Employees should remain available to come to their normal City worksite on short notice, absent alternative arrangements with their supervisor. Employees will not hold business visits or meetings with co-workers, professional colleagues, customers, or the public at the employee's home. Business visits or meetings at other locations may be permissible, depending on the circumstances, if doing so is a customary way of performing work and is a location the employee would use for a meeting if the employee was based at a City facility. Possible examples could include a work-related site visit or a business meeting at a coffee shop.
- ***Child or Dependent Care.*** Remote work is not a substitute for child care or other dependent care.
- ***Vacation or Sick Time.*** Supervisor approval is still required to use any vacation, sick, or other leave in the same manner as would be required if the employee is working at a City facility.

- **Fair Labor Standards Act (FLSA).** The FLSA applies to all employees regardless of their work location.

Remote Worksites

- **Remote Worksites.** Establishing and maintaining an appropriate remote worksite is the responsibility of the employee. Remote worksites must be suitable for performing official City business safely and efficiently. Employees are responsible for ensuring that the remote worksite is secure, ergonomic, and complies with all health and safety requirements. The City may request information, including but not limited to photographs, about the employee's remote worksite area to determine compliance with health and safety rules and may assign ergonomics training.
- **Reimbursement of Costs.** All costs related to the initial setup, maintenance, or other incidental costs related to an employee's remote worksite – including costs related to providing internet or other networking capabilities – are generally the responsibility of the employee and will not be reimbursed. The City reserves the right to pay or reimburse such costs in its discretion and as circumstances may require, including by providing increases in the City's cellular device stipend to offset the cost of increased mobile device usage. Out-of-pocket expenses for other materials and supplies will not be reimbursed.
- **Taxes.** Employees should consult with a tax expert to examine the tax implications of a home office. The City will not provide tax advice to employees. Employees are further advised to contact their insurance agent for information about the appropriate insurance for home worksites.
- **Mileage Reimbursement.** When working remotely, the City office is the official worksite for purposes of calculating mileage reimbursement or other travel-related expenses. Travel to and from a City worksite is generally not a reimbursable expense.
- **Workers' Compensation.** Employees who work remotely remain subject workers for workers' compensation purposes. Any workers' compensation claim submitted by an employee will be evaluated for compensability and responsibility by the City's workers' compensation insurer. In the case of injury or occupational disease an employee believes is related to their employment, the employee shall immediately report the injury to their supervisor. The City does not preemptively assume responsibility for injury or loss to or by any persons at the remote worksite. Persons other than an employee are not subject to this policy or covered by any of the City's workers' compensation or liability insurance. The City is not liable for damages to an employee's personal or real property while the employee is working at their remote worksite.

Equipment

- **City-provided Equipment.** Employees may be provided with City equipment as needed for remote working purposes, including laptop computers, monitor(s), other peripherals (standard mouse, keyboard, webcam), Sit/Stand workstation or office chair. City-owned equipment may only be used by the employee and only for work-related business. City-owned equipment remains the property of the City.
- **Protecting City-provided equipment.** Any City-provided equipment should be inventoried in the Remote Work Agreement. Employees are responsible for protecting City-owned equipment from theft, loss, and damage, and must return all property to the City in good condition at the conclusion of the remote work arrangement or at the City's request. Employees may be liable for replacement or repair of City property in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.
- **Employee-provided Equipment.** Any equipment necessary for remote work that is not provided by the City is the responsibility of the employee. The City is not responsible for any private property used, lost, or destroyed.

Information Security and Confidentiality

- **Network Requirements.** Remote work must be done over a home or other network that is secure and password protected (such as WPA2 or higher). If in doubt, employees should consult with the IT Department. Internet access must be via DSL, cable, or equivalent bandwidth network.
- **Service Desk Availability.** The IT Department and Service Desk staff are otherwise not responsible for service-desk support related to home network connectivity issues while an employee is working remotely, but IT will be available for service-desk support that an employee would otherwise have received if the employee were working at their normal worksite. IT will not provide any in person support at the employee's remote worksite. Support will be provided virtually or at a City facility. The Service Desk is available Monday to Friday from 7:00 AM – 5:00 PM PST.
- **Network Security and VPN.** Connecting remotely to the City's VPN does not protect web traffic and internet access in the same way that it is protected when working inside the City's network. When working remotely, employees should limit internet access to websites that are work related.
- **Protecting Information and Records.** The City takes the security of its information and records seriously, whether an employee is working at a City facility or at a remote worksite. Employees are responsible for keeping their City

laptop computer and home network secure, and for protecting all City-owned records and materials from unauthorized or accidental disclosure or destruction. Like their onsite counterparts, remote workers must adhere to all City Information Security Policies and will report all security breaches or equipment compromises immediate by calling the Service Desk.

- **Confidentiality.** Employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to City networks or databases to anyone who is not authorized to have access. All City data must be stored on City authorized file storage locations.

Miscellaneous

Remote work that is inconsistent with the Employee Handbook or the Remote Work Policy may result in corrective action.

The City cannot necessarily guarantee dedicated space at a City facility for every employee who is performing remote work, either during the period of remote work or once an employee ceases remote work and returns full-time to a City facility.

Nothing in this policy is intended to limit the City's ability to institute additional remote work policies, rules, practices, or guidelines in the event of emergency situations to protect the health, safety and welfare of City employees and the public.