



CITY OF BEND

# Remote Work

## Policy No. HR-0201

### City Manager Administrative Policy

Bend Code Chapter 1.30.005 provides for 'City Manager Authority to Adopt Administrative Regulations, Policies and Guidelines.' All regulations, policies and guidelines adopted by the City Manager shall be consistent with the City of Bend Charter, the Bend Code, and Council ordinances.

The following policy conforms to the above stated standards.

Authorized by City Manager:

Signed by:

*Eric King*

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Eric King, City Manager

Reviewed by Legal Counsel:

Signed by:

*Ian Leitheiser*

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Ian Leitheiser, City Attorney

Dated: 9/25/2025

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## I. Purpose

A hybrid work environment, where employees and teams structure their time and work location around the type of work they are doing, can balance productivity and flexibility with in-person collaboration, collective problem-solving, cross training, and the organizational and community connections critical to serving our community effectively. The City believes employees do some of their best work through in-person collaboration, and there are benefits to the focused work time and flexibility that can come with working remotely. Remote work can also benefit the City's Climate Action goals by reducing vehicle trips.

## II. Policy Statement

The City of Bend offers a hybrid work environment in which employees can spend some of their working time at a City facility and some of their working time at a suitable remote work location. The City supports remote work in situations where it is in the City's interest as well as in the employee's interest. Recognizing the value that comes with flexibility and a mix of workplaces, the City allows remote work when consistent with departmental needs, operations, and other City priorities.

## III. Scope

This policy applies to all City employees based on the suitability of remote work for the assigned position.

## IV. Definitions

**Emergency Remote Work:** Remote work performed in conjunction with an emergency declared by the City Manager or other emergent situation, as determined by the City.

**Exception Remote Work:** Arrangement in which an employee works most or all of their work hours from a suitable remote work location because of extenuating circumstances or accommodation.

**Irregular Remote Work:** Arrangement in which an employee works remotely for a limited time to meet a work or personal need on an ad-hoc basis such as working on a project requiring limited interruptions or working while waiting for a home service provider.

**Regular Remote Work:** Arrangement in which an employee works remotely on a regular and recurring basis with at least three workdays per week onsite. Remote days may be regular and predictable or vary from week to week.

**Remote Work Agreement:** Agreement between employee and supervisor outlining the commitments and requirements for remote work; valid for up to 12 months.

**Short Term Remote Work:** Generally expected to last 30 days or less. Allows additional remote workdays and/or out-of-state needs.

**Suitable Remote Work Location:** An employee's home or other non-City location within Oregon that meets all health, safety, network, and cybersecurity requirements detailed in the Remote Work Agreement.

## V. Policy Terms & Provisions

### A. Remote Work Agreements

1. Some remote work arrangements require a Remote Work Agreement approved by the supervisor and Department Head. Remote Work Agreements should be consistent with the department's operational needs.

Remote Work Type:	Approval Level:	Agreement Required:
Emergency Remote Work	Supervisor	No
Exception Remote Work	HR, Accessibility, CM/ACM	Yes
Irregular Remote Work	Supervisor	No
Regular Remote Work	Supervisor	Yes
Short-term Remote Work	Department Head	No

2. Remote Work Agreements are valid for up to 12 months and may be renewed at the discretion of the City, so long as the department's operational needs are met.
3. The City may terminate, change, or modify a Remote Work Agreement with five business days' written notice to the employee including an explanation for the termination, change, or modification.
4. An employee may request to terminate or modify their Remote Work Agreement at any time.

### B. Regular Remote Work

1. Regular remote work involves remote work that is:
  - a. Recurring, scheduled and/or ongoing on a long-term basis for a period anticipated to exceed 30 days;
  - b. Where an employee generally works at least three workdays per week onsite and other workdays from a suitable remote work location.
  - c. Takes place within the state of Oregon.

## 2. Regular remote work can take several forms:

- i. An employee may have a schedule they follow each week, with certain days at a City facility, and certain days at a suitable remote work location.
- ii. An employee may have an arrangement within their department where days in the office vary from week to week but nevertheless have a blend of office time and time working from a suitable remote work location.

## C. Short Term Remote Work

Supervisors may authorize short-term remote work on a case-by-case basis, and a Remote Work Agreement is not required. Short-term remote work may, in appropriate circumstances, allow an employee to work more than three days per week in a suitable remote work location (including out-of-state locations) for up to 30 calendar days. Short-term out-of-state remote work must be approved by the Department Head.

## D. Emergency Remote Work

Emergency remote work is remote work that occurs in conjunction with an emergency declared by the City Manager or other emergent situations, 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 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.

## E. Exception Remote Work

Exception remote work is remote work approved by the City Manager or Assistant City Manager to meet complex personal needs or an accommodation under the Americans with Disabilities Act (ADA). This type of arrangement must be coordinated with Human Resources and the Accessibility and Equity Manager (if related to accommodation under the ADA).

Exceptions made for non-ADA full-time remote work are generally limited to transitional situations for a determined time to allow new employees reasonable time to relocate or for outgoing employees to provide coverage during a recruitment and selection process. Any existing MOUs or remote work agreements allowing remote work beyond the limits of this policy shall be terminated.

Exception remote work arrangements provided outside of an ADA accommodation process should be reviewed on at least an annual basis to determine whether the arrangement meets the needs of the City and the employee.

## F. Eligibility for Remote Work

Remote work may not be an option for every position or every employee. Employees may be eligible for remote work if their job duties are compatible, they require little direct supervision, and their position requires limited in-person interaction with customers, co-workers, or others with whom the City interacts or serves. Department Heads and Managers are encouraged to consider operational needs, including coverage and workload within their teams in determining whether remote work will be available, and to what extent.

Some employees may not be eligible for remote work because of specific job requirements, impact on City operations, impact on team members, performance concerns, or other relevant factors.

Supervisors should consider both the position and the employee in determining whether remote work is appropriate.

1. 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.
  - Can support operational demands while working remotely including, but not limited to, workload, team member support, and schedule coverage as deemed important for the occupation and operations.
  - Include clear work objectives, clearly defined tasks, and measurable deliverables.
  - Require limited in-person interaction unless alternative arrangements can be made.
  - Are not essential to the management of on-site workflow or business operations.
2. Employee Eligibility. Multiple factors may be considered in determining whether remote work is suitable for a particular employee, 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.
  - Shown the ability to be available in a manner consistent with their position and work responsibilities.

## General Provisions and Considerations

1. Job responsibilities, standards of performance, and productivity expectations remain consistent, regardless of work location. All employees are subject to and must abide by the policies referenced in the Employee Handbook and the terms and conditions of their employment including all City rules, policies, practices, and instructions.

2. Employees working remotely must work during their regularly scheduled work hours, except with advance supervisor approval. Employees must remain accessible by City email, City messaging platforms, and/or telephone during their work hours. Remote work should not compromise employee availability to co-workers, customers, and supervisor.
3. Employees and supervisors must agree upon the preferred contact method (email, Teams, phone, cell phone, etc.) during remote work. The City may share an employee's contact information with other City employees as necessary to promote a collaborative and efficient work environment.
4. Employees working remotely (regular or short term) should indicate their work location (in office, remote) on their Outlook Calendar. Regular remote work may be scheduled on any one or two days within the workweek consistent with department needs. Employees may select Mondays or Fridays as remote workdays, but not both.
5. Employees must be available to report 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.
6. Supervisor approval is required to use vacation, sick, or other leave, regardless of work location. Employees are expected to handle personal business during paid breaks or unpaid lunch periods. Approval for remote work is not the same as authorization to use accrued leave.
7. Establishing and maintaining an appropriate remote workspace as detailed in the Remote Work Agreement is the responsibility of the employee. All costs related to the initial setup, maintenance, materials, supplies, 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.
8. When working remotely, the City office is the official worksite for purposes of calculating mileage reimbursement or other travel-related expenses. Travel between home and a City worksite is not a reimbursable expense.
9. Employees who work remotely remain subject workers for workers' compensation purposes. All workers' compensation claims will be evaluated for compensability and responsibility by the City's workers' compensation insurer. Employee should immediately

report injuries or occupational disease believed to be related to their employment to their supervisor. The City is not liable for damages to an employee's personal or real property while the employee is working at their remote worksite.

10. Remote work is not a substitute for childcare or other dependent or family care. Intermittent or unexpected child or other dependent or family care that does not interfere with or detract from an employee's job duties and performance is permissible. The City recognizes that personal needs and work obligations may sometimes intersect and overlap and expects employees to manage all their responsibilities in a way that prioritizes and optimizes job performance and ensures accountability and public trust.
11. Employees may be provided with City equipment as needed for remote work purposes, including laptop computer, monitor(s), or other peripherals (standard mouse, keyboard, webcam). City-owned equipment may only be used by the employee for work-related business and remains the property of the City.
12. 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.
13. Remote work must be done over a home or other secure, password protected network (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.
14. The IT Department is not responsible for support related to home network connectivity issues or remote environment technology related issues while an employee is working remotely.
15. 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, employees working remotely must adhere to all City policies and report all security breaches or equipment compromises immediately by calling the Service Desk.
16. 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 any unauthorized users. All City data must be stored on City authorized file storage locations.

## G. Potential Exceptions and Accommodations

1. An employee may work remotely beyond the limit with an accommodation under the Americans with Disabilities Act approved by the City's Accessibility & Equity Manager.
2. An employee may work remotely beyond the limit if they are granted an exception by the City for personal circumstances that don't allow them to work from a City facility at least three days per week but are not related to an approved ADA accommodation. This exception must be submitted to Human Resources and approved by the City Manager, subject to conditions or limits are determined necessary or appropriate by the City.



### **Language Assistance Services & Accommodation Information for People with Disabilities**

You can obtain this information in alternate formats such as Braille, electronic format, etc. Free language assistance services are also available. Please contact Human Resources at [hr@bendoregon.gov](mailto:hr@bendoregon.gov) or 541.693.2139. Relay Users Dial 7-1-1.



### **Servicios de asistencia lingüística e información sobre alojamiento para personas con discapacidad**

Puede obtener esta información en formatos alternativos como Braille, formato electrónico, etc. También disponemos de servicios gratuitos de asistencia lingüística. Póngase en contacto con Human Resources en [hr@bendoregon.gov](mailto:hr@bendoregon.gov) o 541.693.2139. Los usuarios del servicio de retransmisión deben marcar el 7-1-1.