

TA 6/7/2022 RAD  
w/ Poly Attached.

City Proposal to COBEA

June 7, 2022

Time: 11:35 AM

## Article 32 – ~~Telecommuting~~ Remote Work

~~Section 32.1. Telecommuting and Work from home options remote work.~~ The City and the Association agree that use of ~~alternate~~ alternate work options, including remote work or telecommuting, promotes the health and safety of City staff; ensures high-quality work and optimal use of resources; ensures that cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for the City staff. The City and the Association encourages working remotely where it is a viable option that benefits the employee and the City. The City may authorize telecommuting remote work in accordance with the City's Remote Work Policy (Employee Handbook Section 2.5), or work from home remote work. ~~Telecommuting or work from home remote work authorization may take two forms:~~

~~Long term recurring schedule: Must be approved by City via a written telecommuting agreement. The agreement must be in writing and mutually agreed to by the employee's direct supervisor and Department Director and the Chief People Officer prior to commencement. A signed copy of the agreement will be placed in the employee's official personnel file.~~

~~Short term non-recurring: Short term non-recurring work from home remote work project of no more than 5 scheduled work days may be approved in writing by the employee's supervisor Department Director.~~

### Definitions:

The following definitions will be used for the purposes of this article:

Alternate workplace: A workplace alternate to the central workplace. The alternative workplace may be the employee's residence or other location requested by the employee and approved by City.

Central workplace: The assigned physical location of the employee's position in the City. It is normally the worksite where the position reports officially, but alternative workplaces can be agreed upon between the employee and City.

Hybrid work: Essential functions of the position are performed from both an alternate workplace and at the central workplace.

On-site work: On-site work means that the work for this position must be completed in the central workplace.

Residence: The place where the employee personally resides.

Remote work: All essential functions of the position are performed from an alternate workplace 100% of the time. Business needs may require the employee to come into the central workplace to perform work on a periodic basis.

Suitable Positions: Positions with limited need for direct supervision and physical access to hard copy files; limited need for face-to-face contact with other employees, clients, and customers; and limited need for physical access to City's office resources.

Section 32.2 Initiating Remote work. Employees may work remotely full time, on a hybrid schedule, or on an as-needed basis upon approval of their supervisor.

Requests to work remotely on a long term recurring schedule must be submitted in writing to the employee's supervisor and responded to by the supervisor in writing within 30 calendar days.

work at their central workplace, including adherence to performance standards and measurements<sup>(K01)</sup>. Employees should remain accessible by email, instant messaging (Teams, Jabber) or telephone during their work hours, should be available for teleconferences as scheduled, and should check in regularly with their supervisor to discuss progress on assignments and work issues.

The employee must immediately report to the supervisor any injury that occurs during work hours. An employee engaged in remote work remains entitled to workers' compensation coverage and benefits on the same terms and conditions as if the employee were present physically at their central workplace. The City is not responsible for loss, damage, repair, replacement, or wear of personal property.

Employees will not hold business visits or in-person meetings with City-represented workers at the alternate worksite unless approved by the employee's supervisor.

The employee shall promptly notify the supervisor when the employee is unable to perform work assignments due to equipment failure, safety hazard, or other unforeseen circumstances.

Employees shall not be permitted to establish an alternate worksite outside the State of Oregon. Exceptions to the out-of-state restriction shall be made on a case-by-case basis and may be informed by factors that include legal compliance obligations of the other state.

When attending virtual meetings, employees must be prepared to actively participate and are required to adhere to all established City policy and procedures.

Work hours for an employee working at an alternate worksite will be the same as the work hours for the position when working at the central office. Adjustments to the daily work hours may be made with supervisor approval.

Employees will account for all time worked and use leave, as appropriate, when unable to work the established working hours. Employees are required to accurately reflect all hours worked on their time sheet and take all meal and rest breaks in accordance with applicable law and this Agreement.

#### Equipment and Access:

Employees who work at an alternate worksite shall be responsible for providing internet coverage, enabling the employee to perform assigned duties and participate in phone conferences and virtual meetings during scheduled work hours. Internet connectivity provided through City-owned equipment may be arranged upon approval of the supervisor.

The City will provide all employees engaged in remote work with a computer, monitor(s), or other peripherals (mice, keyboard, docking station, etc.) as needed to perform their duties for the City. All City-provided equipment will be inventoried in the remote work agreement. Any City-owned equipment provided to an employee should be used only by the employee and exclusively for the purpose of conducting City business or work related to volunteer or job functions

presented 6/7/2022  
11:35 AM  
D.A. / 6/7/2022  
RA

## 2.5 - Remote Work

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 ~~two~~ 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 or Emergency~~**— ~~Short-term or emergency remote work is remote work that occurs on a short-term basis for less than 30 consecutive calendar days, or in conjunction with an emergency declared by the City Manager or other emergent situation, as determined by the City.~~ Supervisors may authorize short-term ~~or emergency~~ remote work on a case-by-case basis without Human Resources review and without a written agreement in place. Short-term ~~or emergency~~ remote work may occur from any location, subject to advance

- 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. ~~Remote Work Agreements can only be submitted by an employee's supervisor.~~ The Remote Work Agreement is available **here** and instructions for submission are available **here**.

If the Remote Work Agreement is not approved, the supervisor should provide a written response to the employee explaining the decision documenting the reason(s) why the request is being denied.

Employees must abide by the terms of their Remote Work Agreement. It recommended 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 ~~the~~ a Remote Work Agreement with ~~seven~~ ten business calendar days' written notice. The written notice should include an explanation the reason for the termination rescission or modification. An employee may request to terminate or modify ~~or cancel~~ their Remote Work Agreement at any time. In the event an employee makes a request to terminate or modify modifies or cancels 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

- **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

- **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.