

REMOTE WORK

EMPLOYMENT RELATIONSHIP POLICY SERIES



Policy Owner:	Human Resources	Effective Date:	05/14/2021
Category:	101	Reviewed Date:	n/a
Policy Number:	019	Revised Date:	n/a
Scope:	Eligible employees	Training Needed:	n/a
Associated Form:	Remote Work Form	Training Frequency:	n/a

PURPOSE

The purpose of this policy is to establish the eligibility requirements and expectations around the City's Remote Work policy.

DEFINITIONS

Remote Work: A work alternative that substitutes home-to-work commuting with the option of working at home or elsewhere.

Eligible Employee: An employee that has been employed for a minimum of one year of continuous, regular employment at the time of the request; must have received at least "exceeds expectations" in their last performance review; and is employed in a position that is suitable for Remote Work (determined by the employee's Department Head).

POLICY

Remote work does not include temporary work at home due to special conditions such as providing dependent care, recovering from an illness, or caring for an ill family member. Such situations may be arranged between the employee and their supervisor, at the supervisor's discretion.

Not all positions at the City of Florence are appropriate for remote work. In general, jobs appropriate for remote work are those in which face-to-face interactions are minimal or that may be scheduled to permit remote work, and in which the employee can perform all aspect of the positions remotely, as if the work was being performed in the City's office. Employees who work with confidential information will be assessed on a case-by-case basis.

Participation in City's remote work program is at City's option. The City may terminate the employee's remote work privileges at any time with reasonable advance notice (see below).

Eligibility

The City will make an exception to the minimum requirements of an Eligible Employee when an employee with a disability (under federal or Oregon law) requests remote work as a reasonable accommodation and provides verification from a healthcare provider of the employee's need for remote work. This is subject to the City's determination of whether providing remote work as an accommodation would create an undue hardship on the City's operations.

The City reserves the right to add to or change any of the eligibility requirements described in this policy. Employees requesting formal remote work arrangements must agree to enter into a Remote work Agreement with the City (see below).

General Policy Statements

- An employee's work schedule may include remote work on either a part-time or full-time basis (see Time and Attendance policy). Remote work can be informal, such as working from home for a short-term project, during inclement weather, or on the road during business travel, or formal, as described below. All informal remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the City.
- Any remote work arrangement made will be on a trial basis for the first three months, and may be discontinued, at will, at any time at the request of either the employee or the City. At the conclusion of the trial period the employee and their manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. The work arrangement will be reviewed at least annually thereafter to ensure continued success.
- Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to conform to the same high standards as currently being met by City employees at their onsite work locations. While remote working, the employee must be reachable via telephone, internet communication (such as zoom or e-mail), or other mutually agreeable technology during agreed-upon work hours, as if the employee was in the office. The employee's duties, obligations, and responsibilities will not change solely because of remote work. The employee will meet or communicate with their supervisor as often as the supervisor believes is necessary to receive assignments, review work progress, and complete work. Employees are required to attend meetings at an assigned work location as determined by the supervisor, even if such meetings occur on a day the employee is usually remote working.
- Employee's salary, benefits, worker's compensation, and other City insurance coverage will not change due to remote work, if the working hours remain the same.
- A non-exempt, remote working employee shall not work overtime unless the employee has received prior approval from the supervisor in each instance. Failure to obtain prior approval for overtime work may result in discontinuation of remote work and/or other appropriate disciplinary action. Non-exempt employees are responsible for accurately recording all hours worked, including time spent after the close of normal business hours to respond to work-related email or text messages.
- Travel from the employee's home to the employee's assigned City work location is considered commuting mileage and will not be reimbursed.
- Employees are expected to adhere to all City policies during Employee's remote work arrangement with the City.
- Remote work is not a substitute for dependent care or care for others. The employee agrees to make arrangements necessary to ensure the employee is able to apply full attention to duties and assignment during the agreed-upon work hours.
- Participating employees commit to active engagement in work activities for the equivalent of a full work day. Basic "availability if needed" is not equivalent to "active engagement".
- Leave (e.g. sick, vacation, admin, etc.) shall be utilized on remote days in the same manner as leave is utilized on non-remote days.
- Remote work employees shall not perform personal business or activities during agreed-upon work hours.
- The availability of remote work can be discontinued at any time at City's discretion. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

Requesting Remote Work Arrangement

Employees interested in requesting a remote work arrangement should speak with their direct supervisor or Department Head. The employee and the Department Head must discuss the suitability of a remote work arrangement and consider:

1. whether the job performed by the employee is appropriate for remote work;
2. equipment needs;
3. workspace considerations; and
4. scheduling issues.

If the employee and the Department Head agree on these issues, a remote work agreement will be prepared and signed by all parties.

Security

- Remote working employees must protect the City's information from unauthorized disclosure or damage in compliance with Federal and Oregon law, and City of Florence's rules and policies.
- Work done at an employee's remote work site is regarded as official City business. All records, documents, and correspondence, either in paper or electronic form must be safeguarded for return to City of Florence.
- Destruction of records should be done only in accordance with Oregon or federal law and City policy, and with the knowledge of the employee's supervisor.
- Electronic/computer files are considered City records and shall be protected as such.
- Employees must surrender all City-owned equipment and/or data documents immediately upon request.

Work Site

- A designated workspace shall be maintained by the employee that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. To ensure that safe working conditions exist, or to ensure that the employee's designated workspace is suitable for remote work, the City retains the right to make on-site inspections of the workspace, including a home workspace, at mutually agreed-upon times.
- Employees are responsible for setting up remote workspaces that must be ergonomically set up to allow the employee to work a full work day from it.
- The City is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities (including internet), cleaning services, etc.) associated with the use of the employee's residence.
- The employee will not hold business visits or in-person meetings with business affiliates or coworkers at their home remote work site.
- The City is not liable for damages to the employee's property that may result from participating in the remote work program.
- Employees are advised to contact their insurance agent and tax consultant for information regarding taxes/deductions associated with home work sites and coverage for equipment that is damaged, destroyed, or stolen. The City will not provide tax or insurance advice.

Work Related Injuries

- Employees shall report any work-related injuries to the supervisor immediately and will comply with all City policies covering an on-the-job injury (forms and policies are on the City's Intranet).
- The determination of compensability for remote work site injuries/occupational disease shall be determined like any other off-site location for purposes of Worker's Compensation.

- Employees agrees to hold the City harmless for injury to others at the alternate workplace that would not otherwise be in the work area if the duties were being performed at the regular place of employment.
- The City's liability for job related accidents will continue to exist if the injury was incurred in the reasonable course and scope of the employee's job duties and during the employee's scheduled hours of work (as articulated within the remote work agreement) since the employee's alternate work space shall be considered an extension of the regular City work site.

Supplies, Equipment, and Software Usage

- Equipment provided or purchased by City of Florence for the employee to assist with remote work will be maintained by the City. All provided and purchased equipment must be returned to the City when the employee is no longer remote work, or when employment has been terminated. The City does not guarantee the purchase of equipment for a remote working employee. Employee will be responsible for taking all necessary action to protect the City's equipment against damage or theft.
- Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the Employee. City of Florence accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Within one week of beginning a remote work arrangement, the employee must provide the City with a list of equipment the employee is supplying that will be used in connection with the remote work arrangement.
- Employee's out-of-pocket expenses for supplies, which are normally available in the employee's regular work location, will not be reimbursed. Other supplies, as needed, must be requested by the employee and approved by the manager.
- Employee will provide their own Internet access and equipment necessary to access the Internet. When using a public network, Employee must access the City's Virtual Private Network to ensure that internet transmissions are secure. All transmission of documents must be done electronically via employer-issued email addresses only.
- Use of City of Florence equipment, communications, and software systems by remote work employees is subject to the City's policies and procedures.
- A computer used for City business must be plugged into a surge protector and have current virus protection maintained.
- Materials designated by the City as "Confidential" shall not be removed from the City's on-site work location or accessed through the computer unless approved in advance by the employee's manager.
- Employee shall promptly notify their manager when unable to perform work assignments due to the equipment failure or other unforeseen circumstances. The employee may be assigned to another project and/or a work location that may necessitate termination of the remote work agreement, or the employee may be required to use vacation time to cover the hours the Employee is unable to remote work.
- The City may pursue recovery for City of Florence property that is damaged, destroyed, or stolen while in the employee's care, custody, or control if such loss results from the employee's intentional act or negligence.

Discipline

- If an employee violates any term of this policy, or the Remote work Agreement, the employee's remote work privileges will be immediately revoked and the employee may be subject to discipline, up to and including termination.
- The Department Head or an employee's direct supervisor may terminate the employee's remote work privileges at any time.

PROCEDURES

1. Interested employees should speak with their Department Head to determine eligibility of their position for Remote Work.
2. Department Head should review eligibility requirements with the Employee and reach an understanding with the employee about the following:
 - a. Eligibility;
 - b. Days and Hours of Work;
 - c. Communication Methods and Expectations Surrounding Communication;
 - d. Expectations Surrounding Professionalism;
 - e. Worksite Requirements; and
 - f. An Understanding of Management's Right to Modify or Terminate the Agreement
3. Both parties (employee and Department Head) complete and sign off on the Remote Work Agreement.

RESPONSIBILITIES

Managers and Supervisors: Ensure employee's work responsibilities can be performed from a location other than their normal work location.

Employees: Ensure compliance with processes.

Remote Work Agreement

See HR Policy 101.019; version 1.00



City of Florence

This Remote work Agreement is made by and between _____ (“Employee”) and the City of Florence.

INTRODUCTION

- A. Employee is currently employed by the City of Florence as a Regular employee in the position of _____.
- B. The City and Employee agree to begin a remote work arrangement whereby Employee would work from home starting _____.
- C. Employee understands that remote work is a cooperative arrangement between the City and Employee, not an entitlement.
- D. Remote work arrangements can be modified at any time by the City or by mutual agreement between the City and Employee. The Agreement can be terminated at any time by either party.
- E. The provisions of the City’s Remote work Policy are incorporated by reference and apply unless and to the extent specific provisions or policies are contradicted or expressly superseded by this Remote work Agreement.

AGREEMENT

I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT

- A. **Job Duties.** Employee's work status, job duties, and responsibilities will remain essentially unchanged as a result of this Agreement, except the City may require additional duties of the Employee, including periodic meetings with, or written reports to, a supervisor regarding work progress. The Employee will remain obligated to comply with all City rules, policies, practices, and procedures, including the safeguarding of confidential information, except as may be modified in this Agreement.
- B. **Compensation.** Employee’s compensation by the City is not affected by this Remote work Agreement.
- C. **Agreement Obligation.** This Agreement is not a contract or promise of employment. Nothing in this Agreement guarantees employment for any specific term or affects the at-will employment status of Employee, as described in the City’s Employee Handbook.
- D. **Work Hours.** Remote work hours and days for employee are as follows in the below chart - with lunch and break time the same as if Employee was on-site or as otherwise agreed in writing. If this is an “exempt” position, actual work hours may vary depending on specific work activities. Employee needs to be accessible (able to respond to requests within the amount of time they normally would on-site) during normal work hours except as arranged with supervisor. For hours/days not identified above as Remote Work Hours/Days, the employee is expected to report on-site in accordance with their normal work hours.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From:	From:	From:	From:	From:	From:	From:
To:	To:	To:	To:	To:	To:	To:

II. REMOTE WORK EQUIPMENT AND SUPPLIES

- A. **Home Office Furnishings and Maintenance.** Employee is responsible for the costs of establishing and maintaining the home work area unless other arrangements are made with the City.

- B. **Remote work Equipment.** The City may, in its sole discretion, provide Employee certain equipment such as computer hardware, software, and telephone service deemed necessary to perform assigned work off-site.

It is understood that such equipment is the sole and exclusive property of the City and is subject to the same business use restrictions as if it were on-site. Employee will not move the equipment from the designated work area, except as may be necessary to return the equipment to the City. Except for normal wear and tear, Employee shall be responsible for the condition of the equipment, and for damages caused by unauthorized use of such equipment.

- C. **Notification of Equipment Failure.** Employee is expected to notify Employee's supervisor as soon as possible of equipment malfunction or failure. In the event of such malfunction or failure, the City may, at its sole discretion, supply Employee with temporary use of City-owned equipment, require you to work at the office, or use accrued Paid Time Off as the situation dictates.
- D. **Unauthorized Use of City Property.** The equipment, supplies, and other property provided by the City is provided exclusively for use in providing services to City of Florence. It may not be used by any person not employed by the City (including household members), except as may be required for business-related reasons.
- E. **Return of City Property.** The equipment, supplies, and other property provided by City of Florence should be returned within 2 days of the City's request unless other arrangements are agreed to. Upon termination of employment, all equipment, supplies, documents, and other City property, specifically identified on the Attachment to this agreement, must be returned promptly to the City. In the event the remote work arrangement set forth in the Agreement ends, Employee's obligation to return City property continues.

III. SAFETY

- A. **Designated Work Area.** Employee is required to maintain a designated work area at home and must certify that this work area is safe before the remote work arrangement begins. Employee should only work in this designated work area. No individuals, including friends or work associates, should have access to this work area during designated hours of work unless authorized beforehand.
- B. **Maintenance of Work Area.** Employee shall maintain the home work area free of safety hazards and other dangers and shall use and maintain equipment and supplies in a safe and appropriate manner.
- C. **Work Area Inspections.** Employee agrees that the City has the right to make periodic visits to Employee's home office to audit compliance with these safety standards, and to ensure compliance with policy and this Agreement. Reasonable efforts will be made to schedule such visits in advance.
- D. **Reporting of Injury.** Employee must report any work-related injuries to Employee's supervisor immediately, but no later than 24 hours after such injury, using the standard injury reporting process. This is no different than the expectation of an employee when working in the office. Employee agrees that it may be necessary for a City representative to visit the home office to investigate an injury report.
- E. **Taxes and Insurance.** The City makes no representations on the personal tax and insurance implications of this remote work arrangement; it is Employee's obligation to address these issues on their own.

IV. WORK AND FAMILY

This remote work arrangement is not to be viewed as a substitute for family care arrangements. There should be a designated person present to provide primary care during employee work hours if dependents needing care are present in the household premises. The City expects that Employee will make family care arrangements as needed and that such obligations will not interfere with Employee's work obligations and the safety obligations identified in this agreement and in the Remote work Policy. Employee may undertake family care obligations on a temporary basis only with prior City approval. Employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of starting this remote work arrangement or as they arise.

