



4.04 TELEWORKING

Purpose

Telework is a management tool that may be used to increase productivity, reduce employee commute trips, and accommodate special needs of employees. This option allows work arrangements to be tailored to each bureau's unique requirements. The City of Portland encourages the use of telework in situations where it will work to the mutual benefit of employees, the City, and the City's customers. Telework is not a benefit, rather, it is one of several work options used at the supervisor's discretion, such as flexible work schedules and job sharing. The purpose of this administrative rule is to define telework guidelines and procedures.

Applicability

All City Employees

Definitions

Telework is defined as working arrangements in which the workplace is located at least part time at an alternate location, such as an employee's residence, or a satellite office located closer to the employee's residence than the employee's regular office.

Routine telework is defined as telework which is a regular and recurring part of the employee's work schedule.

Ad hoc telework is defined as occasional telework.

Alternate work site is defined as a workplace other than the employee's regular work location.

Home office is defined as any alternate work site provided by the employee.

General Provisions

Employees are not authorized to work at home without prior approval of their supervisor.

Routine telework will be permitted for employees only under the terms of a written Telework Agreement ([Attachment #1](#)) reached between the employee and the employee's supervisor and approved by the Bureau Director.

Ad hoc telework will be permitted with the authorization of the employee's supervisor, subject to the Bureau Director's or designee's review, on a case by case basis. Telework lasting seven days or less will not require the pre-approval of the Bureau Director. The terms of ad hoc telework may be clarified in a written agreement.

The ad hoc agreement will define parameters, (e.g., equipment, software, and location) on an employee-signed form with supervisor and Bureau Director approval.

The Commissioner in Charge of the bureau must approve any teleworking or work at home arrangements for a bureau director. In addition, the agreement to telework or to work at home must be in writing.

Telework Agreement

The Telework Agreement must clearly define the following:

Telework schedule: Which hours the employee will work on City premises and which will be worked off City premises.

Location: The location of the off-premises work, and the means by which the employee can be reached during off-premises work.

Use of City resources: Any City-owned resources the employee will use off-premises, and the terms and conditions under which such resources will be used.

Use of employee's resources: Any employee resources that will be used and the costs which will be compensated by the City. Generally, however, the City does not reimburse costs associated with Teleworking.

Eligibility for Telework

An employee is eligible for telework with the approval of his/her Supervisor and the Bureau Director provided his/her job requires minimal direct supervision and face-to-face interaction or where such interaction can be successfully scheduled to permit telecommuting.

Supervisors are encouraged to use the following guidelines in selecting employees for telework:

- o The employee can accomplish his/her job without being on premises for some portion of his/her regular work schedule without detrimental impact on the productivity of the work group.
- o Clear work objectives can be set, tasks can be clearly defined, and results are measurable.
- o The employee can provide the appropriate equipment in the alternate work site, including at minimum a telephone where the employee can be reached, a suitable workspace, and, as necessary, a computer, printer, modem, fax, and other equipment as appropriate to the employee's job. The City may provide such equipment to the employee to enable telework arrangements, particularly for those employees needing remote network access to City networks.
- o The employee shall have demonstrated, to the supervisor's satisfaction, their capability to work productively without direct supervision. Indicators include consistent high performance, excellent attendance, a positive attitude toward assigned work, and absence of discipline problems in the employee's work history.

-
- o The employee shall have demonstrated a willingness to participate in telework to the supervisor.
-

City Visits

The employee agrees that a supervisor or supervisor's designee may visit the employee's non-City work site to inspect the work site during normal work hours to ensure that it is safe from hazards and sufficient to conduct City business. The supervisor or supervisor's designee may repeat such visits.

Reimbursable Expenses

Any variable expenses accrued as a result of the employee choosing to telework will be borne by the employee. The City will reimburse the employee for expenses it would have borne if the employee were working in the office. Supplies required to complete assigned work at the telecommute work site shall be obtained from the bureau during the telecommuter's in-office work periods. Out-of-pocket expenses for materials and supplies, which are otherwise available at the bureau, will not be reimbursed.

Emergencies

In case of an emergency, such as a power failure, that affects the employee's ability to work off City premises but not on City premises, the employee will be required to report to the employee's regular office location on City premises. If the employee is excused from work, the employee will be required to use vacation time, compensatory time, or take time without pay. If an office closure or emergency excuses other employees from working and work can proceed at the alternate worksite, teleworkers are not excused from working.

Computer Support

Computer support provided by the Bureau of Technology Services (BTS) staff will only be performed on City premises, on City-owned equipment and by appointment. Such support will be limited to installing and removing City-owned software on a City-owned computer as well as diagnosis and resolution of problems with City-owned software or hardware.

Under certain circumstances, the City may provide and install City-owned software on the employee's home office computer, upon approval of both the employee's Supervisor and BTS Operations Management. City-owned software will be used for City business only. Any City-owned software installed on the employee's home office computer will be documented and signed for by the employee, (Attachment No. 2).

The employee is responsible for arranging an appointment and for transporting office computing equipment to City premises for the installation of such software. The employee assumes all risk of damage to the computer resulting from the transport of the computer to and from the bureau.

BTS support staff will not be expected to diagnose or repair problems at the employee's off-premises work location or on the employee's personal home computer.

BTS support staff will be responsible for maintaining and trouble shooting any City-owned computer equipment such as laptop computers.

City Hardware and Software

The City is not required to provide a computer, printer, monitor, networking & telephone equipment or office furniture to the employee. The employee must provide all computing & telephone equipment and furniture necessary to perform duties on non-City premises unless the employee requires remote access to City information systems and the Bureau Director determines that the Bureau will supply City-owned computer equipment to allow the employee remote access. Typically this is in the form of a City-owned and BTS supported laptop computer. Otherwise, computer equipment including surge protectors must be provided by the employee.

The employee must install licensed and commercial anti-virus software on the employee's home office computer and have it configured to automatically update to current virus definition files daily. The employees must also take all other security precautions necessary as prescribed by BTS to avoid contamination of data or the spread of malicious viruses and code. If BTS determines that any employee's home office computer is responsible for the virus infection of any City computers or files, this may result in the immediate termination of remote network access privileges.

The employee is responsible for ensuring that software used on non-City premises is compatible with City standards. The employee is responsible for converting files to City standard formats. The employee is responsible for protecting the integrity of copyrighted software, and sensitive City data and following policies, procedures, and practices to the same extent applicable in the regular office.

The employee is responsible for installation, repair, and maintenance of all non-City-owned hardware and software.

Any City-owned software installed on the home office computer shall be removed from the computer by the teleworking employee when terminating the telework program or employment with the bureau.

Teleworkers are expected to adhere to all city rules while telecommuting as they would if working at their regular office location on City premises. This includes, but is not limited to the Administrative Rules on the [Use of City Resources](#) and [Information Technologies](#).

For telework jobs that have security and/or confidentiality requirements, procedures must be established and followed to guarantee protection of confidential information. Procedures may include a locked or secure workplace, computer access passwords, or restricted use of files at the telework site. Security and/or confidentiality issues shall be addressed in the [Telework Agreement](#).

Telework Product

Products, documents, and records used and/or developed while teleworking shall remain the property of the Bureau and the City and are subject to bureau and City rules regarding confidentiality and records retention requirements, which may make employee owned computers and storage devices subject to public records and evidentiary requests.

Travel, Overtime and Leave City Administrative Rules, collective bargaining agreements, and the Fair Labor Standards Act (FLSA) shall apply to teleworkers. Requests for overtime must receive advance approval from the supervisor. Requests for leave shall be approved by the supervisor, in a manner consistent with City or bureau rules.

When teleworking, the City office is the official station for travel expense voucher purposes, except that travel to and from the employee's regular City office and alternate work site shall not be a reimbursable expense.

Worker's Compensation **Employee Injuries.** The City will have the same responsibility for job-related accidents or injuries to the employee at the alternate worksite that it has at the employee's regular City office. [See Administrative Rule on Workers' Compensation.](#)

Family and Visitor Injuries. The City does not assume responsibility for injury to any persons at the employee's residence or alternate workspace within it.

Work Hours and Accessibility **Work Hours and Scheduling.** The number of hours worked by the employee will not change because of telework. Work hours will be scheduled and any changes must be approved by the supervisor in advance.

Adequate Time in Office. The amount of time spent teleworking during a work week may vary according to each job, equipment needs and the individual Telework Authorization. Minimally, the telework schedule must allow adequate regular office time for meetings, access to facilities and supplies, and communication with other employees and with customers.

Accessibility. Teleworkers will maintain accessibility via telephone, fax, or pager during agreed-upon work hours or specific core hours of accessibility. Only the teleworker and the teleworker's supervisor will designate who will be given the teleworker's home office phone number.

Family Care and Duties. While telework may facilitate employees working around family responsibilities, employees who telework must have in place day care or other supervision for any member of the household requiring care through the workday.

Administrative Rule History

Adopted by Council March 6, 2002, Ordinance No. 176302
Effective April 5, 2002
Revised January 25, 2006

**City of Portland
Bureau**

**TELECOMMUTING AGREEMENT
Attachment No. 1**

Employee: _____
Position: _____

1. I have read and agree to abide by the City of Portland's Telework policy including provisions addressing:
 - job responsibilities and expectations
 - the telecommute work site
 - hours of work
 - child/dependent care
 - use of and expectations for department equipment
 - accessibility during telework hours
 - security of confidential data
 - advanced authorization of overtime
 - work-related injuries
 - use of leave time
2. I understand teleworking is a mutually agreed upon work alternative between myself and my supervisor and is subject to approval by the Bureau Director. I understand that I, my supervisor, or the Bureau Director may end my telecommuting arrangements at any time.
3. I agree to keep my supervisor informed of my progress on assignments worked on while telecommuting. I also agree to keep my supervisor informed of any problems which I am experiencing while telecommuting.
4. I agree to structure my time to ensure my attendance at required meetings and events as designated by my supervisor.
5. I agree to be available by telephone or pager during scheduled work hours on telecommute days.
6. I understand and accept the special responsibility I have as a telecommuter to facilitate communication with customers and colleagues. I further agree to make a special effort to stay current on department events which affect my work that occur on my telecommute days.
7. I agree to abide by the City Use of Resources Policy, the Internet Use Policy and all other City policies.
8. I understand and agree that all equipment, records, files, manuals, forms, materials, supplies, computer programs and other materials furnished to me by BUREAU, used on Bureau's behalf or generated or obtained during the course of my employment shall remain the property of BUREAU. I understand that I am a holder of this property for the sole use and benefit of BUREAU and will take all reasonable precautions to safely keep and preserve such property, except as consumed in normal business operations.
9. I agree to participate in activities undertaken to evaluate telecommuting.

The employee will work the following hours off City premises at the location(s) designated below:

Monday	____/____	Location & contact number:	_____
Tuesday	____/____	Location & contact number:	_____
Wednesday	____/____	Location & contact number:	_____
Thursday	____/____	Location & contact number:	_____
Friday	____/____	Location & contact number:	_____
Saturday	____/____	Location & contact number:	_____
Sunday	____/____	Location & contact number:	_____

The following work will be accomplished and/or addressed:

Attach additional pages as needed.

This agreement will be in effect for _____ day (s) commencing on _____.

(1, 7, 30, 90)

Employee: _____

Employee signature: _____ Date: _____

Supervisor: _____

Supervisor signature: _____ Date: _____

Bureau Director: _____

Director signature: _____ Date: _____

Attachment No. 2
Software Use License

The BUREAU owns the _____ software license that permits the employee identified below to install this software on one and only one computer at the employee's telework worksite. Employee understands that the software is to be used only for work related purposes. Receipt of this software license is given upon written approval of the employee's manager. Upon request of the Bureau, or if the employee should leave or transfer out of the Bureau, the employee shall remove all City-owned software from the computer at the employee's telework worksite.

I understand and agree to the use and restrictions explained above. I have received the software Serial

No.: _____ on _____
Date

Employee: _____
Print Name

Signed

Manager's Approval

The above software was removed from home computer on _____.
Date

Signed

Software License Manager