

**CITY MANAGER  
EXECUTIVE ORDER 2021-13  
REMOTE WORK**



June 30, 2021

A handwritten signature in black ink, appearing to read "Tim Gleason".

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Tim Gleason, City Manager

### **§ 13.1 AUTHORITY**

This Executive Order is issued pursuant to Chapter 6, Section 40 of the Bloomington City Code.

### **§ 13.2 REMOTE WORK**

- A. As a transition period until a formal policy is implemented, Department Directors may authorize employees who have the capacity and ability to do so, to work remotely in accordance with the City's Amended Remote Work Policy (attached hereto as Exhibit A).
- B. Any employee approved to work remotely must be able to work with full productivity and efficiency.
- C. Authorization of remote work should not interfere with ability of the employee to collaborate with co-workers on a routine basis or the City Manager's direction to begin returning employees back on-site to work.

### **§ 13.3 EFFECTIVENESS**

This Executive Order 2021-13 shall be effective beginning July 1, 2021, and shall continue in effect until July 31, 2021, unless it is repealed or amended sooner by the City Manager.



## **Amended Remote Work Policy** **(Effective October 7, 2020)**

The City of Bloomington may allow employees to temporarily work from home for circumstances such as inclement weather, pandemics, special projects or business travel in order to promote continuity of operations by allowing employees to continue their work at an approved alternative worksite. Remote work allows employees to work at home, on the road or in a satellite location, with the appropriate approval, for all or part of their workweek. The City of Bloomington considers remote work to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. These arrangements are approved on an as-needed basis by each Department Head, subject to the approval of the City Manager, with no expectation of on-going continuance and focuses first on the operational needs of the City.

Remote work may be appropriate for some employees and jobs but not for others. Remote work is not an entitlement, a citywide benefit, nor does it change the terms and conditions of employment with the City. Before entering into any remote work agreement, the employee and Department Head will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote workers.
- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement.
- Equipment needs and scheduling issues. The employee and supervisor will discuss the physical workspace needs. The employee is responsible at all times to safeguard all equipment, records, services and communications. Employees must protect the confidentiality of all electric and verbal communications.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.
- The employee and supervisor will agree on the number of days of remote work allowed each week, the work schedule the employee will maintain, the manner and frequency of communication and a methodology for measuring the employee's work results/productivity.
- Remote work employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in compliance with established policy and procedure.

Employees understand that they remain liable for injuries to third persons and/or members of employee's family at employee's remote work location. Employee agrees to defend, indemnify and hold harmless the City from and against any and all claims or liability resulting from any injury to persons (including death) or damage to property.

Evaluation of remote worker performance will include regular interaction by phone and e-mail between the employee and the supervisor to evaluate performance, work output and completion of objectives.

On a case-by-case basis, the City of Bloomington will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each remote work arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment and/or resources supplied by the employee, if approved for use, will be maintained by the employee and expenses associated with same shall not be subject to reimbursement. The City 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. Equipment supplied by the organization is to be used for business purposes only. The employee must take appropriate action to protect the items from damage or theft. Upon termination of employment, or remote work situation all City property will be returned to the City, unless other arrangements have been made.

The employee will establish an appropriate work environment within his or her home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as equipment, supplies, remodeling, furniture, electricity, internet, heating, cooling or lighting, nor for repairs or modifications to the home office space.

Consistent with the City's expectations of information security for employees working at the office, remote work employees will be expected to ensure the protection of proprietary City and citizen information accessible from their home office or remote work location. Department Heads will have the discretion to approve the removal of paper files from City premises. Employees who are temporarily working from a location other than their home, shall have written approval of their Department Head to work from this location. Any change in the location of an employee's home shall require a notice to their Department Head. The City reserves the right to require an employee to report back to working on-premises versus working remotely.

Employees are expected to maintain their home or approved remote workspace in a safe manner, free from safety hazards. Remote work employees are responsible for notifying their supervisor and Medcor immediately following any injury while working. Employees are not to have in-person meetings in their home.

**Employee Waiver and Acknowledgement:**

1. I understand that I am responsible for maintaining the security and safety of the equipment and data entrusted to me. I agree to immediately surrender all city-owned equipment, files, and/or materials in the event that either this remote work agreement and/or my employment terminates. I understand that if I do not return this equipment in good working order, except for reasonable wear and tear, I will be responsible for reimbursing City of Bloomington the current value of the equipment.
2. I agree that all remote work-related equipment or out-of-pocket expenses are my responsibility as outlined above.
3. I agree to comply with the Amended Remote Work policy, and I have received a copy of it.
4. I further agree to hold the City harmless for any third-party claims as described in the Remote Work Policy arising out of the remote work arrangement
5. I further understand that the tax consequences (if any) with setting up my remote workspace are entirely my responsibility.
6. I recognize that I am not required to work remotely and as such waive any and all rights to reimbursement for use of personal equipment and all other expenses associated with working remotely

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_ ID# \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_