
State of Oregon

LEGISLATIVE BRANCH PERSONNEL RULES

Legislative Branch Personnel Rule 26: ~~Mobile-Remote~~ Work Agreements

APPLICABILITY: This rule applies to all employees of the Legislative Branch where not in conflict with an applicable collective bargaining agreement or law. The rule does not apply to members of the Legislative Assembly

(1) General policy.

(a) Some legislative positions require the physical presence of employees at the State Capitol or other central worksites to best serve the needs of the Legislative Assembly and Oregonians, especially before and during a legislative session.

(b) A ~~mobile-remote~~ work schedule is not an employee right or benefit. It is an appointing authority's option when ~~mobile-remote~~ work does not adversely affect the operations or productivity of the Legislative Branch.

(c) An appointing authority may allow an employee to perform ~~mobile-remote~~ work through a ~~Mobile-Remote~~ Work Agreement, which may be terminated at any time at the discretion of the appointing authority or designee.

(d) Nothing in a ~~Mobile-Remote~~ Work Agreement:

(A) Creates an employment contract, express or implied, for continued employment; or

(B) Gives employees the right to be employed for any specific period of time.

(e) At the appointing authority's discretion, an employee may work remote periodically, on specific dates and times or full time in or out of the state of Oregon. Employees who work remote:

(A) May periodically be required to report to the office at the request of the appointing authority when given at least one week's notice, unless an urgent need arises requiring the employee's presence immediately or with less than one week's notice;

(B) Employees who live out of state may not be eligible for all employment benefits afforded to employees who live and/or work in Oregon;

(D) Out of state employees are responsible for seeking advice from a tax professional on any possible tax consequences;

(E) The appointing authority is authorized to end an employee's remote work either in or out of state once reasonable notice is provided to the employee; and

(F) The employee must have a signed and up-to-date remote work agreement in the employee's personnel file.

(e)f Notwithstanding an appointing authority's ability to terminate a ~~Mobile-Remote~~ Work Agreement at any time, an appointing authority may take disciplinary action for an employee's failure to comply with the terms of this a ~~Mobile-Remote~~ Work Agreement -with an opportunity to make correction.

(2) ~~Mobile-Remote~~ Work Agreements.

(a) When an appointing authority authorizes an employee to work pursuant to a Mobile Remote Work Agreement, the employee shall sign and comply with the terms of the Agreement in exchange for authorization to work from a location other than the employee's regular worksite. A model Mobile Remote Work Agreement is available ~~in-on~~ Employee Services' intranet page and may be modified as described under this rule to fit the circumstances of the employee and the appointing authority. At the appointing authority's discretion, an employee who performs ~~mobile-remote~~ work on an intermittent or incidental basis is not required to enter into a Mobile Remote Work Agreement.

(b) A Mobile Remote Work Agreement shall include the following provisions:

(A) Terms:

(i) The agreement does not create an employment contract and may be terminated by the appointing authority at any time.

(ii) The agreement shall be reviewed annually; earlier should circumstances require.

(iii) For employees who are not exempt from overtime earnings, unauthorized overtime work may not be performed pursuant to a Mobile Remote Work Agreement.

(iv) The Legislative Branch is not responsible for loss, damage, repair, replacement or wear of any personal property or equipment the employee uses in performing work pursuant to a Mobile Remote Work Agreement.

(v) State information stored on personal electronic equipment is subject to public records retention and disclosure requirements.

(vi) The agreement shall not provide or allow for travel expense reimbursement to an employee who is required or chooses to report to the physical worksite, regardless of the employee's remote work location.

(B) Specifics:

(i) A description of the appointing authority's expectations for work product, productivity and time accountability.

(ii) Hours the employee is required to work.

(iii) Hours the employee is required to be available for the appointing authority, coworkers or other individuals.

(iv) Whether the employee must attend meetings in person or the employee may meet with others remotely, including appointing authority's expectations for remote attendance.

(v) The appointing authority's expectations regarding notification of employee absences, including unavailability during established work hours.

(vi) The circumstances under which the employee may be required to report to the traditional worksite when the employee is scheduled to work pursuant to a Mobile Remote Work Agreement.

(vii) Limitations on the employee's ability to engage in activities other than work while working remotely, including but not limited to activities that interfere with the employee's performance, appointing authority's expectations or Legislative Branch needs.

(c) A copy of an employee's Mobile Remote Work Agreement and any renewal agreement shall be in the employee's personnel record.

(d) An employee's conditions of employment may not be altered by a Mobile-Remote Work Agreement. Employee salary, benefits and employer-sponsored insurance coverage do not change as a result of a Mobile-Remote Work Agreement.

(e) Legislative Branch security policies must be followed when an employee's work performed pursuant to a Mobile-Remote Work Agreement requires connecting personal computing equipment and software to state computer security systems.

(f) If an injury occurs while an employee is engaged in work pursuant to a Mobile Remote Work Agreement, the employee shall immediately report the injury to the employee's supervisor.

(3) **Mobile-Remote work during emergency situations.** An appointing authority may require employees working pursuant to a Mobile-Remote Work Agreement to continue working for the duration of an emergency when the regular worksite is closed or closed to the public due to natural or manmade emergency or a public health emergency situations.

(4) **Mobile-Remote work during office closure or curtailment.** An appointing authority may require or otherwise permit employees working pursuant to a Mobile-Remote Work Agreement to report to the Capitol or work from an alternate location when the office or building is closed or hours are curtailed due to weather, safety, access or other non-emergency working conditions. See LBPR 29, Building or Office Closure or Curtailment for more information.

Approved: ~~1-26-2022~~DRAFT