



EXECUTIVE ORDER 2020- 04

AN EXECUTIVE ORDER REGARDING TEMPORARY TELECOMMUTING DUE TO COVID-19 PANDEMIC

WHEREAS, On March 18, 2020, the Mayor issued a Proclamation declaring a local emergency as a result of the COVID-19 pandemic;

WHEREAS, the City of South Salt Lake has adopted the Personnel Policies and Procedures Manual (the "Manual");

WHEREAS, the Section IX of the Manual specifies acceptable alternative work schedules but does not include telecommuting as an alternative work schedule;

WHEREAS, in an attempt to limit the potential spread of COVID-19 by or to City Employees and the public, telecommuting for certain employees may be a necessity;

NOW, THEREFORE, pursuant to the authority granted me by virtue of my office, I hereby issue this executive order adopting the Temporary Telecommuting Agreement attached as Exhibit A and incorporated herein and further approve telecommuting for employees as approved by their Department Director or the Mayor or her designee.

THIS ORDER IS TO TAKE EFFECT IMMEDIATELY and shall supersede and replace conflicting City policies and orders for the duration of the emergency.

DATED THIS 20th DAY OF March, 2020.

Cherie Wood
CHERIE WOOD
MAYOR

ATTEST:

Craig D. Burton
CRAIG D. BURTON
CITY RECORDER



CHERIE WOOD
MAYOR

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EXHIBIT A

Temporary Telecommuting Agreement



*City of South Salt Lake
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6000*

EMERGENCY TEMPORARY TELECOMMUTING AGREEMENT

This Telecommuting Agreement ("Agreement") is by and between **The City of South Salt Lake**, (the "CITY") and _____ (the "EMPLOYEE") establishing the terms and conditions related to Employee's request to perform work from an alternate work site ("Telecommute") on a temporary basis as a result of the COVID-19 pandemic:

WITNESSETH:

WHEREAS, the Mayor of the City has authorized by Executive Order this Temporary Telecommuting Agreement for any Employee who, due to the COVID-19 pandemic is unable to perform normal job functions at the Employee's regular work station; and

WHEREAS, Employee represents that it has been affected by the COVID-19 pandemic to the extent that Employee is unable to travel to the Employee's regular work station in order to perform the normal functions of Employee's job, or as otherwise approved by the Employee's department head, or the mayor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GENERAL WORK ARRANGEMENT

- A. Employee shall perform and accomplish in a manner satisfactory to the CITY those tasks which Employee regularly performs at the Employee's regular work station while Telecommuting to the fullest extent possible. The Employee shall exercise the same degree of care, skill, and diligence in the performance of the Employee's normal job functions while Telecommuting as is ordinarily required of Employee at the Employee's regular work station.
- B. Employee's department head shall request remote access for the Employee from the IT department by sending this completed agreement. Levels of access will be as follows:
 - (i) Level one. Employees can access their Google Apps email from home on their personally owned equipment. Using Google Drive employees can save documents temporarily for access from home. When utilizing Google Drive a new folder should be created for this temporary Telecommuting purpose and shared with the department head.

- (ii) Level two. Employees are authorized to remotely access their City computers using their personal owned computer equipment. The IT department will work with the Employee and/or the Employee's department head to create an account for Employee in Solarwinds RMM.
- (iii) Level Three. Employees who are authorized to remotely access their city computers using City issued computer equipment. The IT department will work with the Employee and/or the Employee's department head to create an account for Employee in Solarwinds RMM.

2. **TIME OF PERFORMANCE**

A. Term – This Agreement shall begin on _____ and be effective for as long as necessary; however, this Agreement shall not extend beyond 90 days unless necessary as determined by City and authorized by the Employee's department head, in consultation with the Mayor, in the manner authorized below. This agreement may be modified or cancelled at any time.

3. **ALTERNATE WORK SITE**

A. Employee is authorized to work from _____ (location).

B. Employee's authorized scheduled hours are _____ (hours).

C. Employee's contact number is _____.

4. **EMPLOYEE'S TELECOMMUTING DUTIES**

While Telecommuting Employee will:

- i. Remain accessible during the authorized scheduled hours;
- ii. Check in with the Employee's supervisor to discuss status and open issues;
- iii. Be available for teleconferences, scheduled on an as-needed basis;
- iv. Be available to come into the office if a business need arises;
- v. Request supervisor approval to use vacation or sick, or other leave in the same manner as when working at Employee's regular work location.

Employee's duties, obligations, responsibilities, and conditions of employment with the City remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance

appraisals remain the same as when working at the regular City work site. The supervisor reserves the right to assign work as necessary at any work site.

The parties acknowledge that this agreement will be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein.

5. **EXTENSION OF THIS AGREEMENT**

Any extension of this agreement beyond the initial 90 day term shall be at the department head's request to the Mayor or her designee. The extension may only be accomplished in writing, which can include email from the Mayor or her designee's official City email account. The department head will then notify the IT department of the extension and articulate the appropriate level of access. If the Employee has Level Three access decreased subsequent to this extension all City-owned equipment shall be returned as quickly as possible but no later than three days after the decrease in level of access.

6. **SAFETY, EQUIPMENT, AND INFORMATION SECURITY**

A. Employee agrees to maintain a safe, secure, and ergonomic work environment. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:

- (i) Employee is responsible for providing space, telephone, printing, networking and/or internet capabilities at the Telecommute location, and shall not be reimbursed by the City for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
- (ii) Employee agrees to protect City-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which the information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
- (iii) Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- (iv) Employee understands that all equipment, records, and materials provided by the City shall remain the property of the City.

B. Employee understands and agrees that Employee's personal vehicle may not be used for City business unless specifically authorized in writing by the City in advance of such use.

C. Employee agrees to return City-owned equipment, records, and materials within 3 days of termination of this agreement. Within 3 days of written notice, Employee

must return City-owned equipment for inspection, repair, replacement, or repossession. Failure to return City-owned equipment in accordance with this agreement will result in withholding of the reasonable value of such equipment.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For Employee:

For CITY:

Dated: _____

Dated: _____

By: _____

By: _____

Cherie Wood, Mayor

Title: _____