



# CITY COUNCIL AGENDA STAFF REPORT

**DATE:** March 18, 2020

**TO:** Mayor and City Council

**APPROVED BY:** David B. Dale, City Manager

**PREPARED BY:** Denise Garcia, HR/RM Manager

**SUBJECT:** Approve an Emergency Telecommuting Agreement between the City and Exempt Employees and Authorize the City Manager to Sign the Agreement

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## Recommendation:

Approve an Emergency Telecommuting Agreement between the City and exempt employees and authorize the City Manager to sign the agreement.

## Background:

Telecommuting is a work arrangement in which employees do not commute or travel to a central place of work, such as City Hall, the Fire or Police Departments, or Public Works yard. It is also known as teleworking, working from home, working remotely, and flexible workplace. The recent recommendations announced by the local County Health Officer emphasizing the goal of social distancing has prompted the City to consider allowing exempt, or salaried, employees to work from home on a case by case basis. The proposed agreement outlines the terms and conditions of employment while telecommuting for the City.

## Discussion & Analysis:

The City of Calexico continues to encourage staff to follow all health and safety precautions that have been ordered by the Imperial County Health Officer and the CDC with regards to the COVID-19 pandemic. Telecommuting will allow employees to work from an alternate location safely. Some of the instances in which may trigger an exempt employee's need for the Emergency Telecommuting Agreement would be school and daycare closures, self-isolation due to COVID-19 exposures and/or their own illness or the illness of members of their household where self-quarantine is necessary. Given the current circumstances, the City Manager will decide which exempt employees are eligible to telecommute and sign the agreement.

**Fiscal Impact:** Estimated fiscal impact would be minimal and may include costs associated with IT services and equipment needed for telecommuting. The City may be able to seek reimbursement for these costs under FEMA and/or CalOES to offset any fiscal impact.



**Alternatives:** Do not approve the Emergency Telecommuting Agreement between the City and exempt employees and do not authorize the City Manager to sign the agreement.

*OR*

Direct staff to provide additional alternatives and bring back at a later date.

**Coordinated With:**

City Manager.

**Attachments:**

Emergency Telecommuting Agreement

# TELECOMMUTING AGREEMENT FOR USE DURING EMERGENCY SITUATIONS

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In light of the current Major Public Disaster and declaration of a State of Emergency emphasizing the goal of social distancing, City of Calexico (“Employer”) has agreed to allow certain positions discretion to telecommute. This Telecommuting Agreement (“Agreement”) is entered into between me, \_\_\_\_\_, (“Employee”) and Employer. Pursuant to this Agreement, provided I continue to follow the terms and conditions of employment set forth in my Employment Agreement, I agree to the following:

1. Telecommuting is a privilege extended to limited exempt positions where telecommuting will not impede ability to perform duties. It is not a right, and it is not a privilege extended to all positions. I understand that the Employer may rescind this Agreement in its sole discretion, at any time, with or without notice, and with or without cause. I further understand that this Agreement shall not be expected to exceed the duration of the Major Public Disaster.
2. I agree to maintain a regular work schedule and an accurate accounting of all matters on which I perform any work on behalf of the Employer.
3. I agree to comply with all of the safety regulations that apply to an office. That means that I agree to have a safe work environment free of clutter, exposed wiring, slippery surfaces, and other potential hazards. I am required to have a smoke detector, fire extinguisher, unobstructed exits, proper ventilation, and other basic safety precautions. I understand that my signature below is my agreement that my telecommuting workspace complies with these requirements.
4. I understand that I am not allowed to have work-related visitors to my home or off-site work location for work-related reasons without the express written permission from the Employer.
5. I understand that the policies and procedures relating to Employer’s mission and operations will remain in full force and effect while I am telecommuting.
6. I understand that I am responsible for any company equipment used off-site. I understand that I may not use personal equipment in the furtherance of my duties without written authorization, and that Employer is not responsible for personal equipment used without express written authorization.
7. I agree to maintain my work product and Employer’s confidential information in a safe and secure environment. Any confidential materials, trade secrets or proprietary information will be maintained under lock and key and compliant with any applicable federal, state, and local laws.
8. I understand that only injuries sustained while working on Employer-related duties are covered by Employer’s worker’s compensation insurance coverage. I further agree that the reporting requirements for a telecommuter related to a workplace injury are the same as if they worked on company premises. If an injury occurs and it requires ergonomic intervention, I understand that it may create an undue hardship for Employer to ensure my telecommuting

space reasonably accommodates any workplace restrictions I have, and Employer may need to rescind this Agreement in order to ensure I am provided with reasonable accommodations.

9. I agree that unlicensed (pirated) software may not exist or be installed on computers that are being used for telecommuting, due to the fact that it could compromise confidential Employer information and property.
10. I agree to maintain a work environment wherein I can devote my time exclusively to work-related tasks during each work day.
11. I understand that telecommuting can cause income tax consequences. I understand it is my obligation to understand how my taxes will be affected.
12. I understand this Agreement does not alter the nature of my employment or imbue any rights, including due process rights, that are not otherwise part of my employment.
13. My telecommuting location will be \_\_\_\_\_. If I intend to work at a different location, I will notify the Employer and request permission to do so.

I understand and agree to the above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
EMPLOYER Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EMPLOYER Representative's Printed Name