



TELEWORK DURING EMERGENCIES POLICY

I. PURPOSE

The purpose of the New Mexico Department of Finance and Administration's Telework During Emergencies Policy ("Policy") is to establish a process to Telework during an emergency, providing Employees and the DFA with alternatives in Employee work locations, while adhering to Federal and State statutes and regulations, including but not limited to, the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, as amended. Telework is a work alternative that may be appropriate for some Employees and some jobs and is not an entitlement, it is not a State benefit, and it in no way changes the terms and conditions of employment with the DFA. If any provision of this Policy is in conflict with a provision of an applicable Collective Bargaining Agreement (CBA), the CBA shall control.

II. POLICY

- A.** The DFA shall determine Employee work schedules and locations;
- B.** Respond to Employee's Emergency situations or preparedness using the Procedures in this Policy;
- C.** Review and process requests for Telework submitted by Employees;
- D.** Follow determinations issued by the Governor or Agency Head regarding the status of an Emergency situation and whether the Emergency has been resolved and/or persons involved are no longer in immediate danger, then Employees will return to their normally assigned work location;
- E.** Review information provided by Employees to determine the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each Telework arrangement on a case-by-case basis; and
- F.** Treat all information related to requests to Telework as Confidential Information.



III. DEFINITIONS

- A. **“Agency Head”** means the DFA Cabinet Secretary.
- B. **“Confidential Information”** means all information relating to requests to Telework submitted by Employees in accordance with this Policy and pursuant to New Mexico law, including, but not limited to, N.M.S.A. (1978) § 14-2-1 and State Personnel Board Rule 1.7.1.12 N.M.A.C. “Confidential Information” means non-disclosable information and data of any kind concerning any matters affecting or relating to DFA, the business or operations of DFA, including but not limited to, financial documents and plans, customers, suppliers, partners, marketing strategies, vendors, products, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, technical advice or knowledge, contractual agreements, software, data, and/or the products, drawings, plans, processes, or other data of DFA not generally known or available outside of the Agency. Confidential Information does not include information communicated between only those individuals directly involved in a complaint.. “Confidential Information” includes communication made privately and not intended for further disclosure except to other persons in furtherance of the purpose of the communication.
- C. **“Emergency”** means an unplanned or imminent event that affects or threatens the health, safety or welfare of people, or property and infrastructure, disrupts ordinary business operations, AND which requires a significant and coordinated response. What constitutes an emergency is determined by the Governor or the Agency Head. Examples include: (i) Fires; (ii) Health outbreaks; (iii) Severe weather; (iv) Natural disasters; (v) Power failures, including electricity outages or gas leaks; (vi) Emergency evacuation or moving to an emergency shelter; (vii) Temporary closure or relocation of the program to another facility or service site for more than 24 hours; (viii) Other events that threaten the immediate health and safety of persons served and that require calling "911."
- D. **“Employee”** means (i) any person in a position in the classified service; (ii) an individual employed by the DFA, receives a wage from DFA, and whose work is under the direct control and supervision of the DFA; (iii) term, probationary, temporary, permanent, and exempt positions; or (iv) an applicant for



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employment within the DFA. "Employee" does not include independent contractors who perform work for New Mexico.

- E. **"Supervisory Chain"** means the hierarchical structure within the DFA. Employee's immediate or first line supervisor is the first step in the supervisory chain.
- F. **"Telework"** means a work flexibility arrangement under which an Employee performs the duties and responsibilities of such Employee's position, and other authorized activities, from an approved worksite other than the location from which the Employee would otherwise work, during any part of regular, paid hours, including from an Employee's residence.

IV. EQUIPMENT

- A. HR and the DFA Information Technology Bureau will serve as resources in this matter. Equipment supplied by the organization will be maintained by the DFA. Equipment supplied by the Employee, if deemed appropriate by the DFA, will be maintained by the Employee.
- B. The DFA accepts no responsibility for damage or repairs to employee owned equipment. The DFA 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.
- C. The teleworker **MUST** sign an inventory of all the DFA property. The teleworker agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment, Employees must return the DFA property to the DFA, unless other arrangements have been made and approved by the DFA.

- V. **CONFIDENTIAL INFORMATION.** All work-related information is Confidential Information. Employees must take reasonable steps to protect Confidential Information, including, but not limited to, use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment. Consistent with the DFA's expectations of information security for Employees working at the office, teleworkers will be expected to ensure the protection



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of proprietary information, personally identifiable information, and other information confidentiality laws or regulations in an Employee's home or Telework location.

- VI. **OFFICE SUPPLIES.** The DFA will supply the Employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The DFA may reimburse the Employee for all other business-related expenses that are reasonably incurred in accordance with job responsibilities, provided such business-related expenses are pre-approved by the Employee's supervisor.
- VII. **MULTIPLE REQUESTS.** In the event that more than one Employee requests Telework, and all such requests cannot be granted while meeting the eligibility criteria the DFA may deny all requests, rotate alternative work schedules, or take other appropriate action.
- VIII. **NOT FMLA OR ADA.** This Policy does not govern requests for intermittent leave under the Family and Medical Leave Act (FMLA) or reasonable accommodations under the American with Disabilities Act (ADA). Such requests are governed by the DFA's FMLA policy and ADA policy.
- IX. **PROCEDURES.** To request to Telework under this Policy, follow steps below:
 - A. **STEP ONE:** Employee must complete a *Telework Agreement Form* ("Form"), attached as Appendix A.
 - B. **STEP TWO:** Employee must present the Form to the Employee's immediate supervisor for review and recommendation. If an immediate supervisor is not available, then submit the Form to the next Employee in the Supervisory Chain.
 - C. **STEP THREE:** The supervisor will evaluate the suitability of such an arrangement, paying particular attention to the following areas:
 - 1. **Employee Suitability.** The Employee and supervisor will assess the needs and work habits of the Employee.
 - 2. **Job Responsibilities.** The Employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a Telework



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arrangement.

3. **Equipment and Scheduling.** The Employee and supervisor will discuss equipment needs and scheduling issues.
 4. **Tax and Legal.** Tax and other legal implications for the business use of the Employee's home based on Internal Revenue Service (IRS) and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the Employee.
 5. **Communication.** An appropriate level of communication between the teleworker and supervisor will be agreed to as part of the discussion process in a manner and frequency that seems appropriate for the job and the individuals involved.
 6. **Agreement.** If the Employee and supervisor agree, and the HR concurs, a Telework agreement will be signed by the Employee and the DFA. The supervisor will send the Telework agreement to the Agency Head, with the supervisor's recommendation whether to approve or deny the Telework request.
- D. **STEP FOUR: Approve or Deny.** The Agency Head shall review the Telework agreement and approve, amend, or deny the request. All denied requests shall state a reason for the denial in the Telework agreement and be discussed with the Employee.
- E. **STEP FIVE: Personnel File.** Once approved, amended, or denied by the Agency Head and discussed with the Employee, the Employee's supervisor shall forward the Telework agreement to the HR for the Employee's personnel file. Any additional changes to the schedule requiring approvals must be completed on the required forms and forwarded to the HR for the Employee's personnel file.
- F. **STEP SIX: SHARE System.** The HR will enter the Telework location into the SHARE system as appropriate and provide the Employee with a copy of the signed Telework agreement. The HR shall maintain the original request and Telework agreement upon approval, amendment, or denial by the Agency Head.



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The HR will provide copies of the Telework agreement to supervisors and directors, who are responsible for Employee compliance with these documents and ensuring that a forty (40) hour workweek is completed.

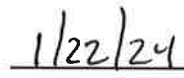
X. REVOCATION

- A. Supervisors, with the approval of the Agency Head, may permanently or temporarily cancel, suspend, or adjust schedules based on workload, special projects, special assignments, training, if the Emergency has been resolved and/or persons involved are no longer in immediate or imminent danger, or in the best interest of the DFA. Employees shall be given as much advance notice as possible when canceling, suspending, or adjusting Telework.

XI. VIOLATIONS. Violations of this Policy will result in Disciplinary Action.

XII. REVIEW AND APPROVAL. This Policy is effective upon the signature of the DFA Cabinet Secretary, below.


Wayne Propst, Cabinet Secretary


Date