



**DEPARTMENT OF PUBLIC SAFETY
TELEWORKER SELF-ASSESSMENT**



This telework agreement (hereafter “agreement”), effective____, is between ____ (employee name) (hereinafter referred to as “Employee”), and employee of the Department of Public Safety (hereafter “Department”). The parties agree as follows:

Scope of Agreement

Employee agrees that unless a condition of employment, that teleworking is voluntary and may be terminated, by either the Employee or Department, with or without cause. Termination of this agreement by the Department is not grievable.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities, and conditions of Employee’s employment with the Department remain unchanged. Employee’s salary and participation in the pension, benefit, and Department-sponsored insurance plans shall remain unchanged.

The term “alternate workplace” shall mean any alternate office location approved by the Department. The term “office” shall mean employee’s usual and customary workplace.

This agreement shall be construed, interpreted, and enforced according to the laws of the State of New Mexico.

Work Hours and Leave

Employee agrees that work hours will conform to the terms agreed upon by Employee and the Department. Employees subject to mandatory overtime agree to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of the teleworking option and/or other appropriate action. Employee agrees to obtain advance supervisory approval before taking leave and following all Department leave-related policies and procedures.

Alternate Workplace

The alternate workplace is a Department facility only. Employee agrees to keep this workplace in a clean and safe condition, free from hazards, distractions, and other dangers to employees. Employee understands that maintaining an adequate alternate workplace is a condition of continuing this agreement. The District / Section / Bureau / Division Commander/Chief (Alternative Workplace Representative) of the alternate workplace may make additional, reasonable requirements of the employee in order to use the alternative workplace. The District / Section / Bureau / Division Commander/Chief (Alternative Workplace Representative) and the employee will be responsible for employee’s access to the alternate workplace. The District / Section / Bureau / Division Commander/Chief (Alternative Workplace Representative) of the alternate workplace may cease to provide the employee the alternate workplace at any time and this agreement will terminate.

Inspections

Employee understands that Department management reserves the right to make on-site visits to the alternate workplace for the purposes of determining if the site is conducive to productive work. Inspections may also be conducted to determine if Department equipment is properly secured and is being used for the purpose it is intended.



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Work Schedule and Work Status

Employee agrees to develop a work schedule with Employee’s supervisor and Employee’s supervisor must agree, in advance, to any changes to Employee’s work schedule. Employee agrees to provide Employee’s timekeeper with a copy of Employee’s work schedule. Employee agrees to maintain contact with the office as specified in the work schedule. Employee agrees to perform only official duties and not to conduct personal business while on work status at the alternate workplace.

A copy of the approved work schedule, as detailed in the Request for Telework Approval form, is attached hereto and incorporated into this agreement by reference.

Work Performance

Employee agrees to provide regular reports, as required by the supervisor to help evaluate work performance. Employee understands that a decline in work performance may result in termination of this agreement.

Standards of Conduct

Employee agrees to be bound by Department policies and procedures while working at the alternative workplace. Violation of foregoing may result in disciplinary action and/or termination of this agreement.

Supplies

Employee agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-pocket expenses for supplies regularly available at the primary workplace will not be reimbursed unless previously approved by the Department.

Equipment

The employee understands that he/she is expected to coordinate arrangements with management for furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this agreement. Employee and Department understand that all documents and equipment provided by the Department for teleworking purposes are state-owned property and shall be treated in accordance with State and Department policies.

Security of Confidential Information

Employee agrees that all Department-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. Department-owned data, files, software, equipment, facilities, and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all Department and state policies and instructions regarding security of confidential information. Any software, products, or data created as a result of work-related activities are owned by the Department and must be produced in the approved format and medium. Employee agrees to protect Department records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of Department information.



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Reimbursement

Department will reimburse Employee for expenses that have been pre-approved by Employee’s supervisor in advance and which were incurred while conducting Departmental business.

Other Action

Nothing in this agreement precludes the Department from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with the provisions of this agreement or terms and conditions of employment.

Liability for Injuries

Employee understands that he/she is covered under the New Mexico Workers’ Compensation law if injured in the course of actually performing official duties at the designated workplace during the agreed-upon telework work hours. Employee agrees to notify his/her supervisor as well as the District / Section / Bureau / Division Commander/Chief (Alternative Workplace Representative) as appropriate, immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. Department agrees to immediately investigate such a report.

Participation in Studies and Reports

Employee agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at the Department’s direction.

Amendment

This agreement may be amended by the Employee and supervisor by completing a new/revised Request for Telework Approval Form and submitting it through the appropriate chain of command to the Cabinet Secretary.

Designation of Telework Workplace

Employee designates the following workplace:

Location: _____

Address: _____

Other Provisions

Provide details of other agreements made between employee and supervisor:



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Signatures

_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Employee Signature	Date		
_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Supervisor Signature	Date		
_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Bureau Chief Signature	Date		
_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Division Director Signature	Date		
_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Deputy Cabinet Secretary Signature	Date		
_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Cabinet Secretary Signature	Date		

If this request is denied at any level it will not receive any further consideration.