INTERMITTENT LEAVE AGREEMENT

THE PARTIES

This Intermittent Leave Agreement (Agreement) is entered into by and between the identified employee and the New Mexico Commission for the Blind.

PURPOSE

The purpose of this Agreement is to provide for employees who are tele-working or working from home to take intermittent leave pursuant to the Families First Coronavirus Response Act, implementing the provisions of 29 CFR § 826.50.

TERMS

1. The intermittent leave is to be taken Monday through Friday, from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_. The employee is to engage in tele-work from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_.

2. The employee may take intermittent leave in such increments of time as may otherwise be agreed upon between the employee and the supervisor, provided that there is a clear and mutual understanding as to when the leave is to be taken.

3. Only the amount of leave actually taken may be counted toward the employee’s leave entitlement.

4. The employee shall accurately report all times worked and all leave taken, and shall accurately and timely enter leave and work time into SHARE as directed. Failure to accurately report and enter times will result in this Agreement being terminated. If this Agreement is terminated, the Employee must use the permitted days of leave consecutively until the Employee no longer has a qualifying reason to take Paid Sick Leave.

5. An employee who is paid with Federal or State funds while the Commission’s activities are closed in whole or in part due to the Coronavirus emergency may not also be paid by another organization for working on other activities that are not closed down.

6. The employee shall not report to a Commission office or worksite while the employee is taking intermittent leave. The only exception is for an employee whose qualifying condition is solely to care for a son or daughter whose school or place of care is closed, or whose child care provider is unavailable due to COVID-19. The employee may report to the worksite in such cases because the employee presents minimal risk of spreading COVID-19. However, should the employee also have or incur any of the other COVID-19 qualifying conditions, the employee shall not report to the worksite. Specifically, the employee shall not report to the worksite if the employee (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; (2) has been advised by a health care provider or the Executive Director to self-quarantine due to concerns related to COVID-19; (3) is experiencing symptoms of COVID-19 and is taking leave to obtain a medical diagnosis; (4) is caring for an individual who either is subject to a quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or (5) is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services. If the employee has or incurs any of these five qualifying conditions, the Employee must use the permitted days of leave consecutively until the Employee no longer has any of these five qualifying conditions, or until the employee no longer has a qualifying reason to take Paid Sick Leave.

ENDORSEMENT AND VALIDITY

The Parties may physically sign this Agreement, or the Parties may electronically sign by sending an email evidencing agreement to the terms set forth herein. A scanned, emailed, or other true and correct copy of this Agreement shall be as valid as an original.

Employee

Kevin Romero, Chief Financial Officer

New Mexico Commission for the Blind

Greg Trapp, Executive Director

New Mexico Commission for the Blind