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## EXECUTIVE SUMMARY

The City of Albuquerque Office of Inspector General (OIG) conducts investigations, inspections, evaluations, and reviews following the Association of Inspectors General (AIG) standards.

City Ordinance 2-17-2 states the “Inspector General's goals are to (1) Conduct investigations, inspections, evaluations, and reviews in an efficient, impartial, equitable, and objective manner; (2) Prevent and detect fraud, waste, and abuse in city activities including all city contracts and partnerships; (3) Carry out the activities of the Office of Inspector General through independence in both fact and appearance, investigation and interdiction; and (4) Propose ways to increase the city's legal, fiscal and ethical accountability to ensure that tax payers' dollars are spent in a manner consistent with the highest standards of local governments.”

As defined in the Inspector General Ordinance § 2-17-3, “fraud is the knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. Waste is the thoughtless or careless expenditure, mismanagement, or abuse of resources to the detriment of the City. Abuse is the use of resources or exercise of authority contrary to rule or policy, or knowingly inconsistent with any established mission or objectives for the resource, or the position held by the person exercising the authority. Abuse does not necessarily involve fraud or illegal acts.”

On December 31, 2024, the OIG received an allegation of abuse of position stating that a City Director (D1) was abusing their position by teleworking without an approved teleworking agreement. The allegation also stated that D1 was committing timecard fraud. The OIG initiated a fact-finding investigation to substantiate or not substantiate the allegation.

As a result, based on the evidence reviewed by the OIG during the course of the investigation, the allegation of abuse of position by D1 teleworking without an approved teleworking agreement was substantiated, however, the OIG could not substantiate the allegation of timecard fraud. Based on this information the OIG identified a subsequent matter as detailed below.

The OIG’s subsequent matters and recommendations are intended to provide management with the identification of issues to enhance accountability and prevent future occurrences of fraud, waste, or abuse within the City’s operations or non-compliance with city policies.

### **Subsequent Matters:**

- Disparity regarding teleworking practices for City Directors between what is implemented by City Administration and what is written in AI No: 7-66 (2021) regarding teleworking requirements for City Employees.

### **Recommendations:**

- The City should review and revise AI NO: 7-66 (2021) Telecommuting/Work from Home and other related City Policies and Ordinances related to teleworking to define all exclusions to City Employees.

## ABBREVIATIONS

A1:	City Administration Employee
AIG:	Association of Inspectors General
City:	City of Albuquerque
D1:	Department Director
OIG:	Office of Inspector General

## INTRODUCTION

The OIG's mission is to promote a culture of integrity, accountability, and transparency throughout the City of Albuquerque (City) to safeguard and preserve public trust. Investigations, inspections, evaluations, and reviews are conducted following AIG Standards.

### **Complaint:**

Allegation of abuse of position and timecard fraud, alleging that a City Director (D1) was abusing their position and committing timecard fraud by teleworking without an approved teleworking agreement.

## SCOPE AND METHODOLOGY

### **Scope:**

Events of D1 teleworking from home and associated timecard fraud.

### **Methodology:**

Assess complaint allegation  
Obtain and review evidence in support of the allegation  
Prepare an investigation work plan  
Review the Inspector General Ordinance, Article 17  
Review of City policy 301.3 Standards of Conduct  
Review of City policy 301.9 False Statements/Fraud  
Review of City policy 301.13 City Records and Accounting  
Review of D1's Teleworking Agreement  
Collect evidence or statements to corroborate the events

This report was developed based on information available at the time and the OIG's review of documentation and records.

## INVESTIGATION

### **Allegation:**

Abuse of position and timecard fraud; City Director (D1) was abusing their position and committing timecard fraud by teleworking without an approved teleworking agreement.

**Authority:**

- Article 17: Inspector General Ordinance
- AI No: 7-66 (2021)

**Evidence:**

- City Administration response for Teleworking Agreement for D1

**Analysis:**

In conducting our investigation, the OIG considered the above-noted evidence as a basis for our analysis.

The OIG reviewed 2-17-3: Definitions of Article 17: Inspector General which states:

***“ABUSE.** The use of resources or exercise of authority that is contrary to rule or policy, or knowingly inconsistent with any established mission or objectives for the resource, or of the position held by the person exercising the authority. Abuse does not necessarily involve fraud or illegal acts.”*

The OIG reviewed AI NO: 7-66 (2021) Telecommuting/Work from Home which states:

*“Prior to implementation of any remote work agreement, an employee shall sign a copy of the Department's policy acknowledging receipt, understanding and agreeing to comply with the terms of the Department's remote work policy.*

*Each policy must include the following provisions:*

- *Employees may be required to work at their City worksite as needed and remote work days will not be guaranteed.*
- *Reschedule, delay, or postponement of work assignments or meetings based upon a remote work schedule is not allowed.*
- *Specific examples in which an employee/division would be required to work at a City worksite, even if previously scheduled to work from home.*
- *Remote work days/shifts may not be intermittent or be divided throughout the work week nor set as an employee's normal work schedule (e.g., if an employee works an 8-hour shift per day, they should only be allowed to work remotely for two solid 8-hour shifts in one work week, an employee may not be allowed to regularly split the 16 hours throughout the week).*
- *Any exceptions should only be made occasionally and after approval of the Department Director on a case-by-case basis. Department Directors may authorize direct supervisors to manage and track occasional or periodic work from home arrangements for more than two (2) days in a one-week time period. Such arrangements should be the exception and not the norm. Any exceptions shall be documented and kept in the employee's department file.*

- *The City will determine, with information supplied by the employee and direct supervisor, the appropriate equipment needs and VPN access for each telecommuting arrangement. The Human Resources Department (HRD) and Department of Technology and Innovation (DTI) will serve as resources in this matter.*
- *Work product and intellectual property generated as a result of any remote work agreement remains the property of the City, as is true of any work product and intellectual property generated during onsite work.*
- *Employees must perform all work securely and safeguard any confidential information. Employees must follow all City cybersecurity practices. Any computer or security issues must be reported to the Employee's supervisor and the appropriate service desk for the Employee's department.*
- *Employees must adhere to any applicable record retention policies or procedures.*
- *Each policy must include a procedure on how scheduling will be approved and that implementation is contingent upon Director approval. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the City. Hours worked in excess of those specified per day and per workweek, in accordance with state and federal requirements, will require the advance approval of the Department Director.*
- *Each policy must specify instances when an employee is not or may not be eligible for remote work. For example: probationary employees, employees that have received disciplinary action within a 12-month period.*
- *A Department director may revoke a remote work agreement with or without notice for any reason. If the remote work agreement is revoked for any reason other than a violation of City policy regarding telecommuting, discipline or proposed discipline, reasonable notice of revocation will be provided to employees at least one week prior to revocation when possible. Each Department policy should clarify any additional circumstances in which a remote work agreement may be terminated.*
- *Procedures for appropriate assurances of work productivity and recording of hours worked should be included.*
- *Unless otherwise approved by an employee's direct supervisor, an employee's alternate work location shall be at the employee's home. The City may, with 24-hour notice, access the alternate work location to assess safety and security. The City is not liable for any injury to others at the alternate work location.*
- *The City is not responsible for any utility costs, including but not limited to the cost of an internet connection or cell phone, associated with the use of a computer or the performance of work functions at the alternate work location. Unless explicitly and previously approved by the Department Director, the City is not responsible for the costs of equipment or supplies required to work from an alternate location. Any request to take City office supplies or equipment to a remote worksite shall be approved by the employee's direct supervisor.*

- *Any employee who has requested to work remotely is responsible for providing, maintaining and repairing employee owned equipment in addition to paying for electronic service expenses used at the remote work location at personal expense.*
- *Any equipment supplied by the City is to be used for business purposes only. Employees will provide an inventory of all office property and take appropriate action to protect items from damage or theft. All equipment, records, and materials provided by the City will remain the property of the City. All equipment, records, and materials must be returned to the City within five days of the end of the telecommuting period, or earlier, if requested.*
- *Employees are responsible for any tax or insurance consequences as a result of this arrangement. Employees are responsible for conforming with any local zoning regulations.*
- *Injuries sustained by the employee while at his or her alternative work location and in conjunction with his or her regular work duties may be covered by the company's workers' compensation policy. However, each employee is responsible for providing themselves an ergonomic work environment. Telecommuting employees are responsible for notifying the employer at the earliest possible opportunity of such injuries in accordance with the City's workers compensation procedures.*

*Any failure to comply with the provisions of this agreement may lead to disciplinary action.”*

The OIG reviewed AI No: 7-66 and identified that no exemptions or definitions were present which allowed for Department Directors or City employees to be able to telework without adhering to AI No: 7-66.

The OIG requested the teleworking agreement for D1 from a City Administration Employee (A1). In response to the OIG’s request A1 stated the following:

*“There is no teleworking agreement between [D1] and myself, never has been since they were hired in 2024. [Their] work schedule is 7:00 a.m. to 4:00 p.m. Monday through Friday however as the department director they are on call 24 hours a day 7 days a week.”*

The OIG reviewed AI NO: 7-66 (2021): Telecommuting/Work from Home, which is the official policy for City employees regarding their ability to telework. The OIG did not identify any exemptions in this policy, as noted above, which precluded City Directors and/or City Employee’s that are on call twenty-four (24) hours a day, seven (7) days a week from AI 7-66. The AI states the following:

*“Prior to implementation of any remote work agreement, an employee shall sign a copy of the Department's policy acknowledging receipt, understanding and agreeing to comply with the terms of the Department's remote work policy.”*

As a result, the OIG noted the inconsistencies from A1’s response to the OIG’s request for teleworking documents for D1 and what is established in AI No: 7-66 (2021): Telecommuting/Work from Home.

### **Conclusion:**

Based on the evidence reviewed by the OIG during the course of the investigation, the allegation of abuse of position by D1 teleworking without an approved teleworking agreement was substantiated, however, the OIG could not substantiate the allegation of timecard fraud.

The following subsequent matter resulted from the inconsistencies between what is practiced by the City and what is defined in AI No: 7-66 (2021).

## **SUBSEQUENT MATTER & OBSERVATION**

### **Subsequent Matter:**

#### **Observation:**

The OIG's investigation revealed discrepancies in City policy regarding the ability for some City employees to have exemptions to the established AI No: 7-66 (2021) policy.

#### **Condition:**

D1 not having an established teleworking agreement as detailed in AI No: 7-66 (2021)

#### **Criteria:**

AI No: 7-66 (2021)

#### **Cause:**

Perception that AI No: 7-66 (2021) does not apply to all City employees

#### **Effect:**

D1 has the ability to telework despite not adhering to the established AI No: 7-66 (2021) Telecommuting/Work from Home policy, resulting in inconsistent application of City policy.

#### **Recommendation:**

The City should review and revise AI NO: 7-66 (2021) Telecommuting/Work from Home and other related City Policies and Ordinances related to teleworking to define exclusions for certain level positions and/or for City Employees that are required to be on call twenty-four (24) hours a day, seven (7) days a week based on the intent of City Administration in practice.

#### **Management Response:**

The OIG's conclusion appears to conflate the City's Telecommuting/Work from Home policy (AI No. 7-66) with the expectations and operational requirements of executive and director-level leadership positions. AI No: 7-66 is a structural telecommuting agreement designed for employees whose work schedules formally include remote work for designated days. Directors, in contrast,



do not operate under such structured telework agreement. Instead, they are FLSA-exempt leaders with 24/7 availability requirements and highly flexible work schedules to meet the demands of the roles.

The OIG noted a disparity between policy language and executive-level work expectations. However, this disparity does not constitute abuse, fraud, waste, or misconduct. Rather, it underscores the need for flexibility in senior leadership roles, allowing them to conduct essential business at any time or on any day, as necessary.

Put simply, if the City were to adopt OIG's recommendations, City Administration would be required to enter into formal teleworking agreements for executive and director-level leaders simply to allow them to perform work outside of standard business hours or workdays. The approach is not operationally efficient and is not the intent of the Telecommuting AI No: 7-66.

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