Division of Information Technology Standard

IT Remote Work

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Topic: Information Technology Remote Work
Administering Office: Office of the CIO

I. STANDARD STATEMENT

This standard permits Division of Information Technology (IT) employees to work at an alternate work location (usually home) for all or part of the workweek in order to promote general work efficiencies, work/life balance, to ensure competitive advantages with other employers, and to meet the environmental and budgetary challenges of the future. To the greatest extent practicable, the policies and procedures that normally apply to the central workplace shall remain the same for the remote work employee.

Some positions have job responsibilities or functions that do not lend themselves to scheduled remote work. Therefore, remote work is not available for all employees. IT Division directors, with CIO approval, will designate employees and positions eligible for remote work. Directors must be able to make a reasoned determination as to the benefits of remote work within their department, the division, and the university as a whole. It is recognized that a public employer has a special obligation to ensure that employees and work resources are being used efficiently and productively.

Western Carolina University has implemented university remote work guidelines consistent with UNC System regulation 300.8.6[R]. Agreement form requires division head approval. Approved agreements will be submitted to Human Resources who will monitor and report overall metrics to University leadership. This standard applies only to Division of IT staff.

II. SCOPE AND APPLICATION OF THE STANDARD

A. **Covered Employees**:

1. Full-time and part-time (half-time or more) permanent, probationary, trainee and time-limited employees are eligible to participate in this program.
2. Temporary, intermittent and part-time (less than half-time) employees are not eligible to participate in this program.
3. The decision whether to allow a position or an employee to remote work is wholly within IT Division leadership discretion.

III. DEFINITIONS

A. **Alternate Work Location**: a worksite other than a central workplace where official IT Division business is performed; can include employee's home and satellite offices.

B. **Central Workplace**: an employee's assigned place of work or duty station owned or operated by Western Carolina University, or a site that is the primary workstation for full time remote employees. Typically, a central workplace is a duty station from which an employer along with employees in the same work unit perform the functions of their job. However, an employee's home, in instances in which it is the primary workstation for full time remote employees, may be considered the central workplace.

C. **Duty Station and Reasonable Commuting Distance:**

1. The employee's designated on-site University work site is considered their duty station. Employees who are working from an alternative location may not charge mileage for travel between their alternate work location and their assigned duty station. Employees traveling for business departing from their alternate work location will be reimbursed for mileage the distance between their on-site duty station and the work destination, consistent with existing state policies.
2. It is the University's official position that to the greatest extent practicable, the University shall principally employ individuals who reside within the State of North Carolina. Employees with remote work arrangements are expected to maintain a place of residence with a reasonable commuting distance of their on-site duty station. Consistent with UNC System guidance, long-term work arrangements for employees who reside outside the State of North Carolina and/or a reasonable commuting distance are generally not allowed. Limited exceptions to this requirement may be granted, based upon operational needs to address recruitment for unique or scarce skills, arrangements for faculty who teach exclusively in distance education programs, or arrival or departure of employees for a transitional period of relocation. All such exceptions must be approved by both the appropriate Division Head and the Associate Vice Chancellor for Human Resources & Payroll.

D. **Flexible Remote Work:** a temporary arrangement to adjust work schedule or location requested by the university or employee with a duration less than 1 month.

E. **Remote Work**: a work arrangement in which employees are approved and scheduled to perform their job duties away from their central workplace, in accordance with their same performance expectations and other approved or agreed-upon terms. It does not include work performed at a temporary worksite for limited duration, e.g., working from home under adverse weather

conditions or other flexible arrangement lasting less than 1 month.

F. **Remote Worker**: an employee scheduled to work at an alternate location or central workplace that is not owned or operated by WCU.

G. **Remote Work Agreement**: a written agreement that details the terms and conditions by which an employee is permitted to engage in remote work.

H. **Work Schedule**: the employee's regular hours of work in the central workplace and/or in alternate work locations.

IV. IT REMOTE WORK STANDARDS

The employee must forward a written request to the appropriate director for review and first level approval. The request shall include the responsibilities of both the university and the employee. Each participant in a remote work arrangement must complete and sign the *WCU Remote Work Arrangement Agreement* form, the IT Division *Remote Work Home Office Assessment Checklist*, and shall comply with the standard provisions below. All agreements ultimately require CIO approval.

A. **Designating Position/Employee to Remote work**: The IT Division directors are responsible for initial development, review, and approval/denial of remote work agreements. The director of a department determines that a remote work arrangement would be beneficial in improving general work efficiencies:
    1. Operational needs of the specific department and the University along with the impact of the request on students, faculty, parents, and staff;
        a. Scheduled so that there is sufficient and effective coverage and staffing of work in their department/work unit.
        b. Scheduled so as to not impact other employees within the department / work unit and those who may work regularly with the department;
    2. Ability for a department / work unit to maintain appropriate staffing levels during Core Hours and Peak Periods;
    3. Ensure that remote work is productive and accomplishes the work of the unit as well as supports the strategic goals of the Division of IT and Western Carolina University. This includes the ability to meet all the conditions of employment outlined in section B below.
    4. Remote work is not a universal employee benefit. Any remote work situation is voluntary for the employee and at the full discretion of IT Division management.
    5. Satisfactory past and current performance levels of the employee.
    6. Unless designated a full time remote employee, a remote work schedule will not exceed 40% of the work schedule. This is a maximum percentage and should not be viewed as a standard or expectation. IT will have employees with remote work percentages from 0% to 40% depending on position, work type, and individual situations.
    7. Every effort should be made to attend IT Division meetings in person.
    8. A scheduled remote work day will not be adjusted for a holiday or

adverse weather conditions.

Every proposal for a Remote Work Arrangement will be evaluated on a case-by-case basis and approved by the CIO.

B. **Conditions of Employment**: The policies and procedures that normally apply to the central workplace shall remain the same for remote work employees. This shall include but not be limited to performance management. Remote work assignments do not change the conditions of employment or required compliance with policies and rules.

1. Compensation and Benefits: An employee's compensation and benefits will not change as a result of remote work.
2. Hours of Work:
    a. The total number of hours and schedule that employees are expected to work will not change, regardless of work location. Employees agree to apply themselves to their work during work hours.
    b. The IT Division will ensure that procedures are in place to document the work hours of employees who remote work, in particular ensuring compliance with the Fair Labor Standards Act (FLSA).
    c. Employees may not work overtime while working remote without prior approval of their director.
3. An employee's director or supervisor may require the remote work employee to report to a central workplace as needed for work-related duties and support, meetings, or other events on days that the employee is scheduled to remote work.
4. Zoom meetings: A professional environment, similar to an office setting, is required with camera on and free from disruptions, noise, and interruptions.
5. Internet Access:
    a. Sufficient internet bandwidth must be available at the alternate location. This includes the ability to simultaneously handle Zoom/MS Teams meeting with camera on, email, MS Teams, telephony, data access, and necessary system access.
    b. If access to WCU network at alternate location is inaccessible for greater than 1 hour, employee will report to duty station or take appropriate leave.
6. Communication: The employee agrees to be as accessible as their on-site counterparts during scheduled remote work hours by telephone, webcam, collaboration tool (e.g., Zoom or MS Teams) and/or email. Methods of daily communication between employee/supervisor, employee/co-workers and employee/clients will be specified in the *Remote Work Agreement*.
7. Alternate Work Location: An alternate work location should be a working environment that is quiet, organized, well-lit and contain all the materials, in proper condition, that will be needed throughout the work. It should be recognizable as a place of business.

8. Safety: The directors will work together with employees to make safety an integral part of the remote work process. The employee is responsible for maintaining the remote work site in a manner free from health or safety hazards and for notifying his/her director immediately of any unsafe conditions in the designated workspace.

   If working from home, the employee will complete a *Remote Work Home Office Assessment Checklist* to document that the home is in compliance with safety guidelines (to be attached to the IT Division *Remote Work Agreement*). The employee agrees to maintain safe work conditions in the alternate work location and to practice the same safety habits as at the central workplace on university premises.

9. Workers' Compensation: Employees working under a remote work arrangement are covered by workers' compensation for job-related injuries that occur in the course and scope of employment. When the remote worksite is in the employee's home, however, workers' compensation does not cover injuries that are not job-related.
10. Liability: Western Carolina University will not be liable for damages to employee property that occur while remote work. If the employee is performing official duties at the remote work location during the employee's set work hours, the employee must immediately inform his/her director and the university Office of Safety and Risk Management if the employee injures him/herself. The employee shall also provide any and all evidence of the injury that is required by the university.
11. Restricted-Access Materials: Remote workers will be granted permission to work on restricted access information or materials at alternate work locations. Remote workers shall agree to follow university approved security and data handling procedures in order to ensure confidentiality and security of data.

    The employee will apply approved safeguards to protect university data and equipment from unauthorized disclosure or damage and will comply with the public recordkeeping requirements. Work done at the alternate work location is considered official state business. All records, papers and correspondence must be safeguarded for their return to the central location. Release or destruction of any records should only be done at the central location according to appropriate regulations. Computerized files are considered official records and shall be similarly protected.
12. Equipment and Software: The remote worker must have a university laptop computer with appropriate software and security assigned to them for use at their alternate workplace or use a WCU secure virtual desktop. Reliable internet connections and telephone access are required at home and are the responsibility of the remote work employee. The university will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities)

whatsoever, associated with the use of the employee's residence.

The employee will complete and submit the Permission to Remove University Asset from Campus form located on the WCU Fixed Asset webpage.

13. All University property used off-site as part of a remote work arrangement must be used in compliance with all institutional policies governing personal use, including complying with all software and technology licensing agreements. The remote work arrangement agreement must include an inventory of state property authorized for use from the employee's remote work location. In the event of an employee's separation from employment or the termination of a remote work arrangement, appropriate steps must be taken to secure the return of all University property used off-site.

14. A list should be made and maintained for all University equipment and resources located at an alternate worksite in case of loss or damage and review information about equipment insurance with employees and ensuring that remote work arrangement agreements specify that the university bears the risk of loss or damage, if incurred, unless negligence is determined.

C. **Remote Work Agreements**: Prior to beginning a remote work arrangement, the director shall discuss and mutually agree upon all the arrangements, responsibilities, and expectations with the employee. The employee shall submit a *Remote Work Home Office Assessment Checklist* and sign a written *WCU Remote Work Arrangement Agreement* form, which shall contain the respective responsibilities of the division and the employee. Remote work arrangements will be evaluated at least annually for effectiveness.

The director shall ensure that the employee reviews security procedures for computer equipment as well as storage and handling of confidential information.

A copy of the WCU Remote Work Arrangement Agreement, signed by employee, director, and CIO, shall be placed in the employee's personnel file in the Office of the CIO and forwarded to Human Resources in compliance with WCU Flexible Work Arrangement and Remote Work Guidelines.

D. **Termination of Remote Work Arrangement**: The Division of Information Technology may terminate the remote work agreement at its discretion and for any reason. The decision not to permit a remote work arrangement or to end an arrangement may not be grieved. All other grievable rights shall be set forth in applicable university policy. Once approved, the employee may not modify the remote work arrangement without the written consent of their director and approval by the CIO.

1. A supervisor may modify an approved remote work arrangement if the supervisor or relevant division head determines that such modification will better meet the current needs of the department and/or the University. Any modification should be specified in writing, approved by the Division Head,

and provided to Human Resources.

2. A supervisor, after consulting with the division head and HR, may terminate a remote work arrangement at any time if the supervisor determines that the arrangement is no longer consistent with the department's obligations or if the performance of the employee is not meeting performance expectations.
3. If a remote work arrangement is terminated, the supervisor shall make every effort to provide the employee with reasonable advance notice to permit the employee to make alternate arrangements. Ten (10) business days of notice is generally considered appropriate unless employee conduct or safety issues necessitate a shorter notice period.
4. The employee will at no time be required to remote work. If at any time the employee finds the remote work arrangement is not acceptable, the employee will return to the central work location as soon as it is possible.

E. **Evaluation**: This standard and its application shall be reviewed annually to determine effectiveness. A decision will be made at that time whether to extend the standard, modify the standard based on experience, or to terminate the use of the standard.

V. Flexible Remote Work Guidelines:

A. These are usually special situations and arrangements that are temporary in nature lasting for longer than a week and for up to one month.
B. The director will review the specific need and situation and determine if an arrangement should proceed.
C. The employee and director will then develop a document outlining the arrangement, aligned as appropriate with the remote work policies. The arrangement will be contingent on CIO approval.

VI. Additional Considerations:

A. **Overtime-Eligible Employees:** For overtime eligible employees, certain activities, such as travel to and from required meetings that occur during scheduled work time, may be included as hours worked.
B. **Out-of-State Compliance Issues:** Employees with remote work arrangements outside of North Carolina may be subject to laws and regulations (including differing taxation rules) of other states or countries with respect to the employee/employer relationship. As a general practice, the University does not support long-term alternative work arrangements where the employee is based outside the state of North Carolina (with limited exceptions based upon recruitment of a unique or scarce skill set).
C. **Tax Implications:** Employees are expected to cooperate with the university's compliance programs for tax withholding; however, employees remain individually responsible for the payment of employee income taxes, including ensuring that sufficient taxes are remitted to taxing authorities through withholding or estimated payments.
D. **Compliance with University Policies:** Work performed under a remote work arrangement remains subject to all applicable laws, policies, and regulations, as if it were performed on-site. These provisions include, but are not limited to, recordkeeping for work hours and leave, prohibitions on discrimination and workplace harassment, records retention obligations, and the North Carolina Public Records Act.
E. **ADA Accommodations Process:** Remote work arrangements are not intended

to substitute for reasonable accommodations resulting from an interactive process under the Americans with Disabilities Act (ADA) or meet the University's ADA obligations. Remote work arrangements shall be administered and determined separately from the accommodation process mandated by the ADA. Even so, a remote work arrangement may be a viable outcome of the interactive accommodations process under the ADA.

VII. REFERENCES

IT Division Communications Plan

IT Division Security Standards

WCU Data Handling Procedures

N.C. State Human Resources Manual – Teleworking Program Policy

Western Carolina University Flexible Work Arrangement and Remote Work Guidelines