

**ELIZABETH CITY STATE UNIVERSITY**  
**Flexible Work Arrangements and Remote Work Policy**

**Preamble**

It is the policy of Elizabeth City State University (ECSU) to designate employees to work flexible schedules, flexible hours, or in flexible locations in order to promote general work efficiencies. ECSU has established these rules so that flexible work arrangements may be offered as a work option to ensure competitive advantages and to meet the environmental and budgetary challenges of the future as directed by the legislature and governor. Pursuant to the mandate contained in G.S. 126-1 to apply the best methods of personnel administration, as evolved in business and industry, ECSU has established the following rules to provide assistance to employees participating in Flexible work arrangements programs.

This policy is established and designed so that a reasonable determination can be made as to the benefits of flexible work arrangements or remote work within ECSU. ECSU has a special obligation to ensure that employees and work resources are being used efficiently and productively. Flexible work arrangements are not guaranteed, nor a right or entitlement to any employee group or group of employees. To the extent that any provisions of this policy conflicts with the Office of State Human Resources (OSHR) policy statement on the Teleworking Program, the OSHR version shall control.

**1. Covered Issues**

Under this policy, covered employees and issues are defined accordingly:

- A. All full-time and part-time (half-time or more) SHRA and EHRA employees with permanent, probationary, trainee, or time-limited status are eligible to participate in the program.
- B. Temporary, intermittent, and part-time (less than half-time) employees are not eligible to participate in this program.
- C. The decision whether to allow a position or an employee a flexible work arrangement schedule is wholly within ECSU's management discretion and is not appealable to the Human Resources Commission for SHRA employees.

**2. Definitions**

The following definitions shall apply under this policy:

- A. **Flexible Work Arrangements (FWA)**  
Work structures that alter the time and/or place of work to accomplish work duties, either by employee request or at management's discretion. Flexible work arrangements may include flexible work schedules, work hours, or work locations.
  - B. **Flexible Work Location**  
Flexibility in the place of work, such as remote work from home or a designated satellite location. This arrangement is typically off-site and is referenced "remote"
  - C. **Flexible Work Schedule**  
Flexibility in the scheduling of hours worked, such as alternative work schedules (e.g., flex time and compressed workweeks and arrangements regarding shift and break schedules).
  - D. **Flexible Work Hours**  
Flexibility in the number of hours worked, such as part-time work (working less than 30 hours per week) and job shares
  - E. **Duty Station**  
An employee's assigned place of work or duty station owned or operated by ECSU or a site that is the primary workstation for field-based employees. Typically, a duty station is the centralized location where employees in the same work unit perform the functions of their job. An employee's home, in instances in which it is the primary workstation for field-based employees, may be considered the duty station.
  - F. **Remote Work**  
A flexible work arrangement in which supervisors direct or permit employees 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 a limited duration.
  - G. **Remote Worker**  
An employee engaged in remote working.
  - H. **Remote Working or Flexible Arrangement Agreement**  
A written agreement that details the terms and conditions by which an employee is allowed to engage in remote working or a flexible work arrangement.
3. **OSHR Responsibility**  
The Office of State Human Resources will administer an office to provide guidance to State agencies/universities developing teleworking programs and to monitor the savings

provided by such programs. ECSU shall report remote working activities to the Office of State Human Resources.

**4. ECSU Designates a Position or Employee the use of a Flexible Work Arrangement**

ECSU may allow employees to engage in remote working in compliance with these rules:

1. The Vice Chancellor/Senior Administrator of the division is responsible for the final approval for the employee and job duties that shall be performed under the appropriate conditions.
2. The ECSU flexible work arrangements internal policies and procedures shall identify the criteria for selecting employees who are eligible to engage in flexible work arrangements based on # 5 below, which includes nature of the job performance employee productivity, employee performance, employee conduct, task interdependence, federal and state laws, and operational constraints.
3. The ECSU supervisor and employee shall mutually agree upon flexible working arrangements; if business necessity dictates, supervisors may change or revoke the flexible work arrangement at any time., with final approval of the Vice Chancellor of Senior Administrator Changes or revocation can occur based on but not limited to the following reasons, changing business needs or operational needs, or unsatisfactory employee performance or conduct with at least a two days' notice.
4. Supervisors may approve concurrent flexible work arrangements with new appointments, with the final approval of the Vice Chancellor or Senior Administrator, but the employee must be notified that there is no guaranteed right, and the allowance may be subject to change. If the flexible work arrangement is regular or recurring, managers should review with the employee any continuation of the arrangement at least annually. Employees must resubmit flexible work arrangement request forms to extend or modify their existing arrangements.
5. Supervisors will consider factors including the nature of the job performance employee productivity, employee performance, employee conduct, task interdependence, federal and state laws, and operational constraints. Employees must be able to perform, their duties free of external obligations and unreasonable interruptions. Arrangements can be made on a conditional or trial basis, with the final approval of the Vice Chancellor or Senior Administrator.

6. Flexible work arrangements must be administered equitably based on applicable factors and without regard to an employee's race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status.
7. Employees are expected to meet all performance expectations and conduct requirements of their current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis.
8. Employees utilizing a flexible work arrangement, whether location, schedule, or hours should generally be available during standard business hours, as determined by the supervisor.

Offering the opportunity to utilize a flexible work arrangement is a management option, with the final approval of the Vice Chancellor or Senior Administrator. Flexible work arrangements are not a universal employee benefit.

## **5. Conditions of Employment**

The policies and procedures that normally apply to the central workplace shall remain the same for employees utilizing flexible arrangements. This shall include but not be limited to performance management. Flexible Work Arrangements do not change the conditions of employment or required compliance with ECSU and state policies and rules.

## **6. Designation of Terms of Flexible Work Arrangements**

All flexible working arrangements shall be written and include the responsibilities of both ECSU and the employee. Each participant in a flexible work arrangement must sign the ECSU Flexible Work Agreement form that contains the terms of the arrangement. The document shall define the parameters of the arrangement and shall comply with the policy provision below:

### **A. Compensation and Benefits**

1. An employee's compensation, benefits, and leave accrual will not change when he/she/they are utilizing a flexible work arrangement. Employees are expected to be working at their home or designated flexible work location site during their flexible working arrangement. Personal leave time normally scheduled during an employee's scheduled workday must be arranged in the same manner with his/her/their immediate supervisor as employees at the ECSU worksite.
2. Employees on a flexible work schedule shall continue to accrue vacation and sick leave benefits at the same rate as an employee who is not working a flexible work arrangement. Employee's using a flexible working arrangement salary, retirement, and benefits remain unchanged.

**B. 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. Employees approved for flexible work locations are expected to be able to report to their on-site duty station within a reasonable period when directed due to operational needs and/or due to changes to or revocation of their flexible work arrangements.
3. A reasonable commuting distance is defined as a distance of less than 60 miles unless the employee has already been commuting 60 miles or greater on a voluntary basis; exceptions may apply regarding recruitment of those with 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 have the written approval of the Chief Human Resources Officer or designee for staff, or the Provost and Vice Chancellor of Academic Affairs or designee for faculty.
4. ECSU is intended in part to contribute to the economy of the state, it is ECSU's official position that to the greatest extent practicable, ECSU will principally employ individuals who reside within or in close proximity to the state of North Carolina.

**C. Safety and Liability**

1. The supervisor and employee shall consult with university safety officials to provide reasonable assurance that materials, equipment, and furniture supplied the employee at the alternate work location comply with safety standards. In accordance with this policy, the employee's home work space is an extension of the ECSU work space; the State's liability for job-related accidents will continue to exist during the employee's approved work hours and the employee's designated work location. Worker's compensation shall not apply to non-job-related injuries that occur in the alternate work location. A section of the ECSU Flexible Work Agreement shall include specific policy guidelines regarding material management, equipment and furniture inventory, and safety and liability guidelines.

2. The security, confidentiality, and integrity of University records and information must be protected at all times in flexible work arrangements and comply with all information security requirements that would apply at the primary work location. ECSU supervisors, with the final approval of the Vice Chancellor or Senior Administrator, must grant permission for employees utilizing a Flexible Work Arrangement to work on restricted-access information or materials at alternate work locations. It is the responsibility of the employee to maintain a high level of confidentiality of ECSU information, files, and documents. Employees shall prevent unauthorized access to any university system or information and shall dispose of work-related documents in a manner that will not jeopardize the interests of ECSU. Employees shall agree to follow ECSU-approved security procedures in order to ensure confidentiality and security of data.
3. All sensitive information/data, as defined by the institution's information must not be processed nor stored on a personally owned computer or device, but instead must be processed on institutionally owned systems, stored in approved, secure remote storage, and accessed only by secure network access technologies.

**D. University Property and Equipment Insurance**

1. The ECSU Flexible Work Arrangement shall set forth the equipment, services and software that will be provided by ECSU, and the items that will be provided by the employee. The provided equipment shall remain the sole property of ECSU and shall not be used by the employee for personal use and shall be returned to ECSU upon termination of the agreement.
2. The employee shall maintain appropriate care and security of any equipment supplied by the university. Employees are subject to the same internal university policies regarding use of ECSU provided equipment, software, and services as that of employees at the ECSU worksite. Employees are responsible for any damage or theft of ECSU owned equipment.
3. All University property used off-site as part of a flexible work arrangement is used in compliance with all institutional policies governing personal use, including complying with all software and technology licensing agreements.

**E. Work Hours and Considerations**

1. The total number of hours that employees are expected to work shall not change, whether they are worked at the central or at the alternate work location. Employees may not work overtime while utilizing Flexible Work

Arrangements without prior approval of the supervisor. This does not restrict the use of flexible work schedules. ECSU must ensure that procedures are in place to track the work hours of employees who utilize flexible work arrangements and to document the hours worked by employees covered by the Fair Labor Standards Act. Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related.

2. Employees utilizing flexible work arrangements may, at the discretion of their immediate supervisor, with the final approval of the Vice Chancellor or Senior Administrator be requested to work at ECSU on their regular pre-arranged flexible work arrangement schedule workday during work hours to meet workload requirements. The supervisor shall give a two-day advance notice, if possible, when the employee is requested to report to campus.
3. Employees working under a flexible 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.
4. 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, consistent with existing state policies.
5. ADA Accommodations. Institutions will administer and determine flexible work arrangements separately from the accommodations process mandated by the ADA. Flexible work arrangements are not intended to substitute for reasonable accommodations resulting from an interactive process under the Americans with Disabilities Act (ADA) or to meet the University's ADA obligations.
6. Out-of-State Compliance Issues. Employees with remote work arrangements outside of North Carolina may be subject to the laws and regulations of other states or countries with respect to the employee/employer relationship. Institutions are required to ensure good faith compliance with such laws and regulations if granting approval for remote work arrangements outside of North Carolina
7. Tax Implications. Employees are expected to cooperate with their institution'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.

8. Compliance with University Policies. Work performed under a flexible 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

**F. Termination of the Flexible Work Arrangement**

ECSU may terminate the flexible work agreement at its discretion. Termination of a flexible work arrangement by ECSU management is not grievable to the Human Resources Commission under personnel policies. All other grievable rights that normally apply to the central workplace shall remain the same for employees utilizing a flexible work arrangement.