

## Remote Work Policies

**Agency and Office Reports to the Joint Legislative Oversight Committee on Justice and Public Safety**

*March 1, 2024*



**Indigent Defense Services (“IDS”) Remote Work Policy**

IDS has adopted the attached remote work policy for its employees. The policy is in effect for all 30 employees. IDS currently employs 3 temporary employees for whom the policy does not apply because they are not authorized to work remotely. The employees utilizing the IDS remote work policy are delineated by position and division as follows:

Org Unit	Position	Count
JB IDS ASST DIRECTOR	Contracts Administrator	1
	IDS Assistant Director	1
	IDS Legal Associate	2
	Scanning Clerk	3 temps
JB IDS BUDGET STAFF	IDS Budget Manager	1
JB IDS BUSINESS SUPPORT	Applications Analyst Programmer III	1
	IDS Business Analysis & Process Manager	1
	Senior Applications Developer	1
JB IDS FINANCIAL STAFF	IDS Fiscal Officer	1
JB IDS FINANCIAL STAFF UNIT 1	Accounting Specialist I	1
	Accounting Specialist II	2
	Accounting Specialist III	3
	IDS Accountant	1
JB IDS FINANCIAL STAFF UNIT 2	Setoff Debt Collection Officer	1
	Setoff Debt Recoupment Assistant	1
JB IDS REGIONAL DEFENDER	Chief Regional Defender	1
JB IDS RESEARCH STAFF	IDS Research Director	1
	Senior Research Associate	1
JB IDS RESOURCE DEFENDER	IDS Forensic Resource Attorney	1
JB IDS SUPPORT STAFF	IDS Administrative Assistant	2
	IDS Legal Assistant Temporary	1
JB INDIGENT DEFENSE SERVICES	IDS Communications Specialist	1
	IDS Defender Policy & Planning Attorney	1
	IDS Executive Director	1
	IDS Staff Atty-Finance & Administration	1
	Regional Defender	1
Grand Total		33

**Statewide Defenders:**

The Office of Appellate Defender, Office of Capital Defender, Office of Juvenile Defender, Office of Parent Defender, and Office of Special Counsel ("Statewide Defenders") have adopted the attached remote work policies for all of their respective employees, delineated by position and division as follows:

Appellate Defender	Durham	AD Database Manager/Paralegal	1
		Appellate Defender	1
		Appellate Defender Admin Asst III	1
		Appellate Defender Legal Assistant	2
		Assistant Appellate Defender	20
Capital Defender	Buncombe	Assistant Capital Defender	1
		W/A Capital Case Paralegal	1
	Durham	Assistant Capital Defender	5
		Capital Case Chief Investigator	1
		Capital Case Coordinator	1
		Capital Case Investigator	1
		Capital Defender	1
		Capital Defender Legal Assistant	2
		Deputy Capital Defender	1
		Legal Assistant III	1
	Forsyth	Assistant Capital Defender	3
		Capital Case Investigator	1
	Nash	Assistant Capital Defender	1
	New Hanover	Assistant Capital Defender	2
		Capital Case Investigator	1
	Robeson	Assistant Capital Defender	4
		Capital Case Investigator	1
Juvenile Defender	Iredell	Assistant Juvenile Defender	1
	Wake	Juvenile Defender	1
		Assistant Juvenile Defender	1
		Juv Defender Communications Specialist	1
	Buncombe	Juvenile Defender Project Attorney	1
Parent Defender	Durham	Assistant Parent Defender	2
		Contracts Administrator	1
		Deputy Parent Defender	1
		Interdisciplinary Rep Program Manager	1
		Parent Defender	1
		Parent Defender Administrative Assistant	1
Special Counsel	Burke	Assistant To Special Counsel	1
		Special Counsel	1

Granville	Special Counsel	1
	Special Counsel Legal Assistant	2
Wake	Chief Special Counsel	1
	Special Counsel	5
	Special Counsel Legal Assistant	1
	Special Counsel Legal Assistant Senior	2
Wayne	Assistant To Special Counsel	1
	Special Counsel	1
	Special Counsel Legal Assistant	1

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**Public Defender Offices:****Public Defender Districts - No Remote Work:**

The following Public Defender Offices do not allow employees to work remotely and thus have a policy of “No Remote Work”, which applies to all of their respective employees, delineated by position and division as follows:

District 1	Dare	Assistant Public Defender	5
		Public Defender Investigator	1
		Public Defender Legal Assistant	2
	Pasquotank	Assistant Public Defender	5
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Legal Assistant	1
District 4	Carteret	Assistant Public Defender	4
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
	Craven	Assistant Public Defender	3
		Public Defender Investigator	1
		Public Defender Legal Assistant	2
District 10	Wake	Assistant Public Defender	31
		Public Defender	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	4
		Public Defender Legal Assistant	8
		Public Defender Legal Assistant Senior	1
District 14	Cumberland	Assistant Public Defender	16
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	3
		Public Defender Legal Assistant	4
		Public Defender Legal Assistant Senior	1
District 20	Robeson	Assistant Public Defender	10
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	2
		Public Defender Legal Assistant	3

District 31	Forsyth	Assistant Public Defender	18
		Public Defender	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	4
		Public Defender Legal Assistant	5
		Public Defender Legal Assistant Senior	1
District 40	Buncombe	Assistant Public Defender	13
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	3
		Public Defender Legal Assistant	2
		Public Defender Social Worker	1
		Public Defender Legal Assistant Senior	1
District 43	Haywood	Assistant Public Defender	14
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	2
		Public Defender Legal Assistant	3
		Public Defender Social Worker	1

**Public Defender Districts – Remote Work:**

The following Public Defender Offices have adopted the attached remote work policies for all of their respective employees, delineated by position and division as follows:

District 2	Beaufort	Assistant Public Defender	5
		Public Defender	1
		Public Defender Admin Asst I	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	1
District 6	New Hanover	Assistant Public Defender	15
		Public Defender	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	5
		Public Defender Legal Assistant	5
		Public Defender Legal Assistant Senior	1
		Public Defender Social Worker	1
	Pender	Assistant Public Defender	4
		Public Defender Legal Assistant	2
District 7	Halifax	Assistant Public Defender	11
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	3
		Public Defender Social Worker	1
District 15	Brunswick	Assistant Public Defender	16
		Public Defender	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	2
		Public Defender Legal Assistant	1
		Public Defender Legal Assistant Senior	1
		Public Defender Social Worker	1
District 16	Durham	Assistant Public Defender	24
		PD Investigator/Social Worker	1
		Public Defender	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	2
		Public Defender Legal Assistant	4
		Public Defender Legal Assistant Senior	1
		Spanish Interpreter	1
District 17	Alamance	Assistant Public Defender	6
		Public Defender	1

		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	2
District 18	Chatham	Assistant Public Defender	3
		Public Defender Investigator	1
		Public Defender Legal Assistant Senior	1
	Orange	Assistant Public Defender	6
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	1
District 21	Hoke	Assistant Public Defender	3
		Public Defender	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	1
	Scotland	Assistant Public Defender	3
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	1
		Social Worker/Mitigation Specialist	1
District 24	Guilford	Assistant Public Defender	28
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Admin Asst III	1
		Public Defender Investigator	4
		Public Defender Legal Assistant	5
		Public Defender Legal Assistant Senior	1
District 26	Mecklenburg	Assistant Public Defender	61
		Public Defender	1
		Public Defender Admin Asst I	1
		Public Defender Admin Asst II	1
		Public Defender Admin Asst IV	1
		Public Defender Chief Investigator	1
		Public Defender Investigator	7
		Public Defender Legal Assistant	21
		Public Defender Legal Assistant Senior	1
		Public Defender Social Worker	2
		Spanish Interpreter	1



District 30	Union	Assistant Public Defender	11
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	3
		Public Defender Social Worker	1
District 38	Gaston	Assistant Public Defender	15
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	3
		Public Defender Social Worker	2
		Public Defender Legal Assistant	3
		Public Defender Legal Assistant Senior	1
District 39	Cleveland	Assistant Public Defender	10
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	2
		Public Defender Legal Assistant Senior	1
		Public Defender Social Worker	1
	Lincoln	Assistant Public Defender	3
		Public Defender Investigator	1
District 41	McDowell	Assistant Public Defender	3
		Public Defender Legal Assistant	1
	Rutherford	Assistant Public Defender	9
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	2
		Public Defender Legal Assistant	1
District 42	Henderson	Assistant Public Defender	4
		Public Defender	1
		Public Defender Admin Asst II	1
		Public Defender Investigator	1
		Public Defender Legal Assistant	2
		Public Defender Social Worker	1
	Transylvania	Assistant Public Defender	3



## Remote Work Policy for **Indigent Defense Services**

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for IDS employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The IDS Director or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.

- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

#### **K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.



## Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### Physical Workspace

- ☒ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☒ Alternate work location accommodates workstation, equipment, and related material.
- ☒ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☒ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☒ Small rugs and runners are slip-resistant.
- ☒ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☒ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☒ File drawers do not open in walkways.
- ☒ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☒ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☒ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☒ Adequate temperature control and ventilation are present.
- ☒ First Aid supplies stored close to workstation.
- ☒ Emergency phone numbers are readily available and stored in cell phone.

### Electrical Safety

- ☒ Electrical system is adequate for office equipment.
- ☒ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☒ Sufficient electrical outlets are accessible and close to equipment.
- ☒ Extension cord(s) are not in use.
- ☒ Computer/electrical equipment is plugged into a surge protector.

- ✓ Surge protector(s) are plugged directly into a wall outlet(s).
- ✓ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ✓ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ✓ Lighting is sufficient for reading or working on the computer.
- ✓ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ✓ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ✓ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ✓ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ✓ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ✓ Keyboard and mouse are situated at elbow level.
- ✓ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ✓ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ✓ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ✓ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ✓ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ✓ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ✓ Log off from computer when not present at alternate work location.
- ✓ Lock up paper files with confidential information.
- ✓ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ✓ Files and data are secure.
- ✓ Materials and equipment are stored in a secure place protected from damage and misuse.
- ✓ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

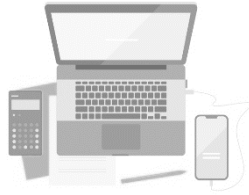
- ☒ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☒ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☒ Maintain contingency plan to work elsewhere in event of power outage.
- ☒ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☒ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☒ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☒ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☒ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



## Remote Work Policy for

### **IDS Statewide Defenders:**

- Office of Appellate Defender
- Office of Capital Defender
- Office of Juvenile Defender
- Office of Parent Defender
- Office of Special Counsel

## **Remote Work Policy**

### **A. Purpose:**

The purpose of this policy is to set out the rules and requirements for employees at the Office of the Appellate Defender who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified employees.

Remote work is also a core component of the Office of the Appellate Defender's Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, loss of power, or other disruptions to the Office's operations.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the Appellate Defender and to compliance with the Remote Work Agreement.

### **B. Authority:**

This policy is required by the 2023 Appropriations Act Section 16.12.

### **C. Definitions:**

For purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee's assigned duty station; may be an employee's home, home office, or approved satellite office where the employee's job duties are performed during their assigned work hours.

Duty Station: The employee's designated worksite. The current duty station for all employees is 123 W. Main St., Durham, NC 27701.

Employee: Refers to a person who is a staff attorney, support staff, or temporary employee of the Office of the Appellate Defender.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Remote Work, Telework: A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, client files and other materials used in performing Office of the Appellate Defender job functions that contain sensitive or personal identifying information (PII) or are otherwise protected from disclosure by law or the Rules of Professional Responsibility.

Shared Office Space and Equipment: An office, cubicle, or other on-site workspace, and equipment such as desks, phones, network connections, monitors, and docking stations used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees' flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Staff Attorney: Employees in positions designated as "Assistant Appellate Defender."

Support Staff: Employees in positions designated as "Office Manager," "Paralegal/Database Manager," and "Legal Assistant."

Work Schedule: The employee's regular hours of work.

## **D. Overview:**

Employees approved for remote work are expected to perform the same work that is performed at the duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for the Office of the Appellate Defender and for individual clients is considered official State business. Employees have a duty to safeguard all equipment, records, papers, correspondence, digital files, client files, and other work products.

Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the Office of the Appellate Defender's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and, for support staff, restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely, except to the extent necessary to facilitate the use of shared office space.

The Appellate Defender may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

## **E. Eligible Employees:**

Staff attorneys are eligible for remote work at an approved remote work site. Upon execution of the Remote Work Agreement, and with the agreement of the Appellate Defender, staff attorneys may work at a remote location consistent with this policy as needed in their discretion.

Support staff may be authorized to work remotely on an occasional, as-needed basis, subject to the Appellate Defender's or Office Manager's approval. In order to work remotely, support staff must have an executed Remote Work Agreement in their personnel file, and, on each occasion of working remotely, receive authorization from the Appellate Defender or Office Manager.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the Appellate Defender.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

## **F. Work Hours:**

Standard business operating hours for the Office of the Appellate Defender are between 8:00 a.m. and 5:00 p.m., Monday through Friday.

The Appellate Defender or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

The Appellate Defender may approve a flexible work schedule that permits an employee to work a schedule that is different than the agency's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and clients, by email and/or phone, during core business hours that are specified in a remote work agreement.



Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

#### **G. Shared Office Space and Equipment:**

To maximize limited resources, while an employee is working remotely, their office and office equipment may be used from time-to-time by another employee of the Office of the Appellate Defender or an intern.

#### **H. Manager Responsibilities:**

The Appellate Defender's (and Office Manager for Support Staff) responsibilities include but are not limited to the following:

- Assessing employees' eligibility and suitability for remote work based on job duties and performance history.
- Reviewing employee requests for remote work on a case-by-case basis.
- Ensuring approved remote work does not create more work for employees who work onsite.
- Maintaining remote agreements in an employee's personnel file.
- Terminating remote work agreements when appropriate or required for business needs.

The Appellate Defender will respond to and document any issues with conduct, performance, or behavior.

## **I. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identifying a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protecting all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintaining the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintaining client confidentiality by securing client files in a manner that keeps others who might be at the remote work site from accessing the files. When making phone or video calls with the client or anyone about a case, maintaining confidentiality of the communications by doing so outside the hearing of others who might be present at the remote work site.
- Maintaining internet service that is stable, reliable, and at speeds necessary for accomplishing the employee's work (including video conferences, transfer of data, etc.).
- Following the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Completing tasks, including responding to communications, in a timely manner.
- For staff attorneys, regularly entering case related time and activities performed into Timekeeper. Regularly entering leave into Timekeeper. Entering data into Timekeeper can only be done while onsite at the Office of the Appellate Defender while connected to the AOC network. Working remotely does not excuse staff attorneys' responsibility to track case related time. Although time may be tracked by any means while working remotely, time must be entered regularly into Timekeeper onsite.
- For staff attorneys, returning files to the work site and delivering the file to the office manager in a timely manner once the case is closed.

## **J. Remote Work Agreement:**

All employees who choose to work remotely and are approved for remote work will execute a remote work agreement. Remote work agreements shall contain the terms of the arrangement, be maintained in the employee's personnel file, and be signed by both the Appellate Defender and the employee.

The Appellate Defender may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.



## Remote Work Agreement

### Employee Remote Work Information

Employee		
Job Title		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### List of Equipment Authorized for Remote Use

Equipment Description	Quantity



## Remote Work Agreement

This remote work agreement may be terminated or modified by the Appellate Defender with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

## Remote Work Agreement

### Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to the Appellate Defender. Return the completed and signed attestation to the Appellate Defender. The Appellate Defender will review and provide you with a fully executed copy.

#### Physical Workspace

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

## Remote Work Agreement

### Electrical Safety

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.
- ☐ Surge protector(s) are plugged directly into a wall outlet(s).
- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

### Ergonomics/Wellness

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.

## Remote Work Agreement

- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### Information Safety/Security

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.
- ☐ Inventory of all equipment including serial numbers is maintained.

### Fire/Emergency Safety

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.



## Remote Work Agreement

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify the Appellate Defender of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from the Appellate Defender to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by the Appellate Defender.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Working from home is not guaranteed by the promulgation of this policy. Working from home is an accommodation that may be withdrawn without notice if the needs of the organization require.

All OCD administrative staff are to work in the office on Tuesday.

This policy is only applicable to OCD Administrative Staff.

Covered administrative staff may request 1 or 2 remote workdays be added to their permanent schedules. Staff may also opt to work exclusively from the office.

The hiring authority will determine which days, if any, an employee may work remotely. Covered administrative staff should send their requests to their manager via email. The email should include the preference order of remote workdays and an acceptable timeframe of 9a-5p, 8a-4p, 7a-3p. **Example: I would like to work remotely 2 days. My preference order is Wednesday, Monday, Friday, Tuesday, and Thursday. 9am to 5 pm.**

The hiring authority will pool the requests, consider the organization's needs and send an email laying out the decision.

Employee must maintain a remote workspace free from clutter. A remote workspace where confidential matters may be discussed. A non-public internet connection (at their own expense). A single phone number where they can be reached during their remote working hours. Appropriate dress and background space and audio for video meetings. A safe and secure location to store their office issued computer.

Employee Name and Position: \_\_\_\_\_

Email Received (and attached) : \_\_\_\_/\_\_\_\_/\_\_\_\_

Number of remote days requested (Circle): 0 1 2

Preference of Remote days:

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	

Employee Preference of Remote time: \_\_\_\_\_

OCD DECISION	
<p>_____ days remotely</p> <p>Remote Work Time from ____am to ____pm      Decision Date: ____/____/____</p> <p>Day(s): N/A   M   Tu   W   Th   F</p>	
<p>_____</p> <p>Hiring Authority Signature</p>	<p>_____</p> <p>Employee Signature</p>

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for The Office of the Juvenile Defender employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

The Office of the Juvenile Defender is a unique office that represents youth, trains attorneys, observes court, and consults with other justice system stakeholders on a regular basis. OJD's work requires frequent travel for training, court appearances, observations, and consultations. Remote work enables OJD staff to prepare and continue these functions through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite. The worksite may be at a location other than the central office, as designated by the Juvenile Defender. This work also includes but is not limited to: client meetings at an alternative work location or client’s home, court appearances for active cases, court observations for OJD and IDS work, attorney/case consultations at an office other than the employee’s duty station, and training/teaching at OJD and other organization’s training events.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS and OJD is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

**E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited OJD/IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week or a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The State Juvenile Defender may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement. The manager may require that the employee document the work completed under these circumstances.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources, employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.
- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

**J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.). If there is an issue with internet service, report any issues in a timely manner. Employees understand that any equipment repairs requires the employee to bring the equipment to a courthouse or other AOC site.
- Follow the same workplace policies regardless of work location (leave requests, time entry, computer security, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

**K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration. A written request can be made by e-mail. Requests may be made weekly.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							



**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

## **Alternative Work Location Safety Attestation**

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### **Physical Workspace**

- ☒ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☒ Alternate work location accommodates workstation, equipment, and related material.
- ☒ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☒ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☒ Small rugs and runners are slip-resistant.
- ☒ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☒ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☒ File drawers do not open in walkways.
- ☒ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☒ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☒ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☒ Adequate temperature control and ventilation are present.
- ☒ First Aid supplies stored close to workstation.
- ☒ Emergency phone numbers are readily available and stored in cell phone.

### **Electrical Safety**

- ☒ Electrical system is adequate for office equipment.
- ☒ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☒ Sufficient electrical outlets are accessible and close to equipment.
- ☒ Extension cord(s) are not in use.
- ☒ Computer/electrical equipment is plugged into a surge protector.

- ✓ Surge protector(s) are plugged directly into a wall outlet(s).
- ✓ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ✓ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ✓ Lighting is sufficient for reading or working on the computer.
- ✓ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ✓ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ✓ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ✓ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ✓ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ✓ Keyboard and mouse are situated at elbow level.
- ✓ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ✓ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ✓ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ✓ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ✓ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ✓ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ✓ Log off from computer when not present at alternate work location.
- ✓ Lock up paper files with confidential information.
- ✓ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ✓ Files and data are secure.
- ✓ Materials and equipment are stored in a secure place protected from damage and misuse.
- ✓ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

- ☒ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☒ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☒ Maintain contingency plan to work elsewhere in event of power outage.
- ☒ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☒ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☒ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☒ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☒ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **2023 Flexible Hours and Remote Work Policy**

### **A. Purpose**

The purpose of this policy is to set out the rules and requirements for the Office of the Parent Defender (OPD) employees who are authorized to work flexible hours and/or to work remotely. This policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the OPD Continuity of Operations Plan, which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for flexible hours or remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the Parent Defender and compliance with an executed Work Agreement.

### **B. Authority:**

Section 16.12 of the 2023 Appropriations Act requires the NC Administrative Office of the Courts (NCAOC) to maintain a remote work policy. The NCAOC policy only applies to NCAOC employees. This policy applies to OPD employees including those employed full-time and part-time, whether permanent, temporary, or time limited.

### **C. Definitions:**

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee's assigned duty station including an employee's home, another offsite location, or approved satellite office where the employee's job duties are performed during their work schedule.

Core Business Hours: The range of hours and days established by the Parent Defender during which work is expected to be performed to meet business needs. The range of hours may be different than what is expected of individual employees to allow flexible work arrangements and ensure adequate staffing to meet operational needs. Core business operating hours for the Office of the Parent Defender are between 9:00 a.m. and 5:00 p.m., Monday through Friday.

Duty Station: The central office of the Office of the Parent Defender. The current location is 123 W. Main Street, Durham, NC 27701.

Field Based Employee: An employee whose job duties require them to work outside of the central office of the Office of the Parent Defender because the nature of their work requires travel to various locations within a region for much of their work week.

Flexible Work Hours: Work schedule arrangements that are outside the core business hours.

Remote Work: A work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing OPD job functions that contain sensitive or personal identifying information (PII) or are otherwise protected from disclosure by law or the Rules of Professional Responsibility.

Shared Office Space: An office, cubicle, or other workspace at the OPD central office or approved satellite office that is used by multiple employees to make efficient use of limited State resources and accommodate remote employees' work schedules.

Work Agreement: Written agreement required of all employees that details the employee's work schedule and any terms and conditions by which an employee is allowed to work flexible hours or work remotely. Temporary deviations from the Work Agreement lasting 3 or fewer business days are permitted with notice to the Parent Defender. Temporary deviations from the Work Agreement lasting 4 or more business days require the written approval of the Parent Defender.

Work Schedule: The employee's regular hours of work.

#### **D. Overview**

Employees approved for flexible work hours or remote work are expected to perform the same work that is performed during core business hours at the assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for the Office of the Parent Defender is considered official State business. Employees have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products.

All policies, procedures, and work rules apply to work performed regardless of time or location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during their work schedule.

Employees approved for remote work are not required to work remotely and have the right to refuse remote work if the option is available.

The hiring authority may change or terminate a Work Agreement at any time for any reason, if not based on unlawful discrimination or retaliation.

The Office of the Parent Defender is not responsible for expenses associated with remote work, including heat, electricity, internet, or phone service. Any potential tax implications related to remote work are the sole responsibility of the employee.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time limited OPD employees are eligible for consideration for flexible work hours and remote work.

Flexible work hours and remote work may not be suitable for all employees or positions. Employee requests for flexible work hours or remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of the employee. Eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet work requirements.

The decision to allow an employee to work flexible work hours or to work remotely is at the discretion of the Parent Defender.

#### **F. Work Hours:**

The number of hours an employee is expected to work will not change due to participation in a Work Agreement. The policies and protocols related to time and attendance requirements, requests for leave, or requests for changes to a work schedule remain unchanged. Employees subject to the overtime requirements of the Fair Labor Standards Act (FLSA), must request approval in advance of working any overtime hours.

A manager may approve a work schedule that permits an employee to work a schedule that is different from OPD's core business hours. If approved for

flexible work hours, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a Work Agreement.

Requirements for in-person attendance at the duty station override terms in a Work Agreement.

Employees shall apply themselves to their work during their designated work schedule and not engage in activities that are not work-related. A Work Agreement is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for flexible work hours or remote work will arrange for dependent care to the same extent as if the employee was working at the employee's duty station.

**G. Shared Office Space:**

To maximize limited resources, employees who are authorized to work remotely 24 hours or more per week are expected to share office space at the duty station, allowing other employees to use their designated workspace while they are working remotely.

**H. Flexible/Remote Work Schedule Procedures and Agreement:**

Any employee may submit a written request to the Parent Defender to have a flexible work hour schedule or to work remotely. The written request must include the employee's proposed work schedule, work location and length of time of the proposed schedule.

Approval and denial of the request is at the discretion of the Parent Defender. A denial, in and of itself, is not a basis for complaint. If approved, a Work Agreement with the terms of the arrangement shall be signed by both the Parent Defender and the employee and maintained in the employee's personnel file.

The Parent Defender may modify or terminate a Work Agreement for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A Work Agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a Work Agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

The Parent Defender's responsibilities include but are not limited to the following:



- Assess an employee's eligibility and suitability for flexible work hours or remote work based on job duties and performance history.
- Review employee requests for flexible work hours or remote work on a case-by-case basis.
- Ensure approved Work Agreements do not create more work for employees who work at the duty station during core business hours.
- Maintain the Work Agreement in the employee's personnel file.
- Terminate Work Agreements when appropriate or required for business needs.

The Parent Defender will respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities for Remote Work:**

Employees understand that the same performance standards apply to employees regardless of work schedule or location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work products from theft, damage, or unauthorized use.
- Save all work-related documents to the shared drive.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- For staff attorneys, regularly entering case related time, activities performed, and leave taken into Timekeeper. If the attorney is entering the data, the data must be current by the 5<sup>th</sup> day of the following month. If support staff is entering the attorney's time, the data must be available to be entered by the 5<sup>th</sup> and 20<sup>th</sup> day of each month.
- For staff attorneys, following the OPD File Maintenance Procedure policy on closing case files.



**Work Agreement**  
**Flexible Work Hours or Remote Work**

**Employee Information**

Employee		
Job Title		
Division / Work Unit		
Office Phone		
Mobile or Secondary Phone		
Email		
Work Agreement Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

**A. Work Schedule**

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**B. Remote Workdays and Times**

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This Work Agreement may be terminated or modified by the Parent Defender with or without notice.

Employees may also terminate the Work Agreement at any time.

Failure to comply with the Work Agreement may result in disciplinary action up to and including termination.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT DEFENDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

[Additional attestation required for remote work. See below.]

### **Alternative Work Location Safety Attestation**

Instructions for employee: Maintaining a safe alternate work location is the employee's responsibility. This attestation must be completed by employees working remotely at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to the Parent Defender. Return the completed and signed attestation to the Parent Defender who will review and provide you with a fully executed copy.

#### **Physical Workspace**

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

#### **Electrical Safety**

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.
- ☐ Surge protector(s) are plugged directly into a wall outlet(s).

- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

#### **Ergonomics/Wellness**

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

#### **Information Safety/Security**

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.
- ☐ Inventory of all equipment including serial numbers is maintained.

#### **Fire/Emergency Safety**

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.

- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by the Parent Defender.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT DEFENDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# **OSC Remote Work Policy**

## **A. Purpose:**

The purpose of this policy is to set out the rules and requirements for Special Counsel employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and promote office efficiency.

The Office of Special Counsel functions in a high-speed environment with a high volume of cases. Attorneys are required to meet in person with patients in hospitals while legal assistants prepare legal documents by coordinating with our external partners, namely the hospitals, clerk's office, and sometimes opposing counsel. At this time, the nature of our work is not conducive to remote work, however the Office of Special Counsel recognizes the value of remote work in some limited situations. Ecourts, the lack of personal scanners, the necessity of printers that print voluminous documents, among other considerations makes telework difficult for legal assistants and paralegals in OSC. Similar concerns exist for OSC attorneys, with the additional challenge of the population our attorneys serve. Due to the nature of many of our client's illnesses, the need for face-to-face client interviews for clarity and transparency is valued. Despite these issues, remote work enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions and can be a valuable tool in limited, case specific situations.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is not to be used for vacation or personal needs. It is subject to the discretion of the hiring authority. Working from home is an accommodation that may be terminated without notice at any time if organizational needs require.

## **B. Eligibility**

All employees who meet the following criteria are eligible to apply for telework:

- Have a good performance record.
- Have tasks or assignments that can be effectively performed remotely.
- Have a dedicated workspace at home with reliable internet access.
- Are able to maintain regular communication with their supervisor or the hiring authority.

## **C. Requesting Telework**

Employees who wish to work from home must submit a written request to their supervisor and the hiring authority at least seven (7) days in advance of the desired telework start date. The request should include the following information:

- Employee's name.
- Proposed telework schedule.
- Description of duties employee will perform during telework.
- Explanation of how telework will not disrupt employee's productivity or efficiency.

- Contact phone number for employee's supervisor or the hiring authority to use during telework.

#### **D. Supervisor Approval**

The hiring authority will review all telework requests and make a decision based on the following factors:

- Employee's eligibility.
- Feasibility of telework for the employee's position.
- Impact on team productivity and efficiency.
- Availability of resources to support telework.
- History of compliance with OSC policies and procedures.

The hiring authority will notify employees of their decision within five (5) business days of receiving the request. If the request is approved, the supervisor and employee will work together to develop a telework agreement.

#### **E. Telework Agreement**

The telework agreement will outline the terms and conditions of the telework arrangement, including:

- Telework schedule.
- Employee's responsibilities.
- Communication expectations.
- Technology requirements.
- Performance expectations.
- Termination of telework.

#### **F. Monitoring Telework**

Supervisors or the hiring authority will monitor telework arrangements on an ongoing basis to ensure that employees are meeting their performance expectations and complying with the terms of the telework agreement. Supervisors will also provide regular feedback to employees on their telework performance.

#### **G. Expectations of Employees During Telework**

Employees must maintain a remote workspace free from clutter. Workplace must allow for confidential matters to be discussed and confidential legal matters are not exposed or compromised. Employees must comply with all Judicial Branch technology and digital information security requirements. Employees must maintain a phone number where they can be reached during their remote working hours. Employees must be properly dressed in professional attire and must have a tidy, background space that is appropriate for all video conference calls.



## **H. Termination of Telework**

Telework arrangements may be terminated for any of the following reasons:

- Employee's performance does not meet expectations.
- Clients' representation is harmed by telework.
- Telework arrangement disrupts team productivity or efficiency.
- Employee's job duties change and can no longer be effectively performed remotely.
- Employee fails to comply with the terms of the telework agreement.

## **I. Revisions**

This policy may be revised at any time. Employees will be notified of any changes to the policy.

**Reviewed:**

Sign & Date.

# OFFICE OF SPECIAL COUNSEL

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date:	
	End Date (if applicable)	

### List of Equipment Authorized for Remote Use

Equipment Description	Quantity

# OFFICE OF SPECIAL COUNSEL

## Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### Physical Workspace

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

### Electrical Safety

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.

# OFFICE OF SPECIAL COUNSEL

- ☐ Surge protector(s) are plugged directly into a wall outlet(s).
- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

## **Ergonomics/Wellness**

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

## **Information Safety/Security**

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.
- ☐ Inventory of all equipment including serial numbers is maintained.

# OFFICE OF SPECIAL COUNSEL

## Fire/Emergency Safety

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

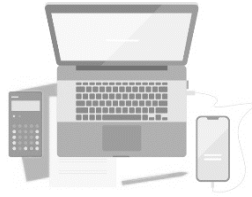
*This remote work agreement may be terminated or modified by management with or without notice. Employees may also terminate the agreement at any time. Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.*

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## 'No Remote Work' Policies for Defender Districts

PD District 1

**Tommy Routten**

Camden, Currituck, Dare, Gates, Pasquotank,  
Perquimans

PD District 4

**Peter Mack**

Carteret, Craven, Pamlico

PD District 10

**Deonte' Thomas**

Wake

PD District 14

**Cynthia Black**

Cumberland

PD District 20

**Ronald Foxworth**

Robeson

PD District 31:

**Paul James**

Forsyth

PD District 40:

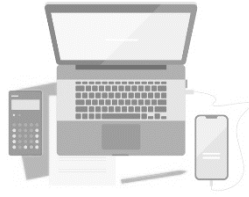
**Samuel Snead**

Buncombe

PD District 43:

**Janna Allison**

Cherokee, Clay, Graham, Haywood, Jackson,  
Macon, Swain



## Remote Work Policy for Offices of Public Defender

PD District 1

**Tommy Routten**

Camden, Currituck, Dare,  
Gates, Pasquotank,  
Perquimans

PD District 2

**Laura Gibson**

Beaufort, Hyde, Martin, Tyrell,  
Washington

PD District 3

**Bert Kemp**

Pitt

PD District 5

**Niccoya Dobson**

Duplin, Jones, Sampson

PD District 6

**Jennifer Harjo**

New Hanover, Pender

PD District 7 (new office, not  
staffed)

**Tonza Ruffin**

Bertie, Halifax, Hertford,  
Northampton

PD District 15

**Jacob Ward**

Bladen, Brunswick, Columbus

PD District 16

**Dawn Baxton**

Durham

PD District 17 (new office, not  
staffed)

**Ricky Champion**

Alamance

PD District 18

**Woodrena Baker-Harrell**

Chatham, Orange

PD District 21

**Jonathan McInnis**

Hoke, Scotland

PD District 24:

**Jennifer Rierson**

Guilford

PD District 26:

**Kevin Tully**

Mecklenburg

PD District 30: (new office,  
not staffed)

**Randolph Lee**

Union

PD District 32: (new office not  
staffed)

**Seth Johnson**

Alexander, Iredell

PD District 38:

**Rocky Lutz**

Gaston

PD District 39:

**Lydia Hoza**

Cleveland, Lincoln

PD District 41:

**Laura Powell**

McDowell, Rutherford

PD District 42:

**Beth Stang**

Henderson, Polk, Transylvania



**OFFICE OF PUBLIC DEFENDER  
SECOND JUDICIAL DISTRICT  
227 N. RESPESS STREET  
WASHINGTON, NC 27889**

*(252) 940-4014 telephone*

*(252) 940-4015 facsimile*

JANUARY 8, 2023

REMOTE WORK POLICY MEMORANDUM

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**A Remote Work Schedule is not in effect in the Public Defender Offices in District Two for the following reasons -**

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

**Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted, as follows:**

**During the rare circumstances when remote work is necessary to best serve our client and our office, the following procedure shall apply:**

All requests for remote work by **Assistant Public Defenders** shall be directed to the Chief Public Defender. If she is unavailable, consult Melissa Porter (Administrative Assistant).

- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, the expressed need of the APD, and the frequency of the leave/vacation of the APD.
- Once remote work is authorized, the APD shall notate that he or she is working remotely on the office calendar, with a short explanation, for example:
  - Gibson Remote (Hassan Trial Prep – do not disturb)
  - Stilton Remote (Childcare)
  - DeHoog Remote (Medical)



All requests for remote work by **Support Staff** shall be directed to the employee's supervisor, or the Chief Public Defender.

- All medical/childcare/home related issues should allow enough notice to consult the supervisor.
- The supervisor will consider the employee's leave balance and the nature of the work they are seeking to perform remotely, and the expressed need of the employee.
- Once remote work is authorized, the employee shall notate that he or she is working remotely on the office calendar, with a short explanation, for example:
  - Mesimer Remote (Childcare)

Unless otherwise notated and with authorization, all remote work employees shall timely respond to calls/work texts/emails and check their voicemail.

If remote work is requested and approved, the employee will sign a remote work attestation prior to performing any remote work (see attachment).

# REMOTE WORK AGREEMENT

## Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

## Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

## List of Equipment Authorized for Remote Use

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice. Employees may also terminate the agreement at any time. Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

## **Alternative Work Location Safety Attestation**

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### **Physical Workspace**

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

### **Electrical Safety**

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.
- ☐ Surge protector(s) are plugged directly into a wall outlet(s).
- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.

- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.
- ☐ Inventory of all equipment including serial numbers is maintained.

### **Fire/Emergency Safety**

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.

- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Remote Work Policy**  
**District 5 Public Defender Offices (Sampson/Duplin/Jones)**  
**Effective April 1, 2024 (or later depending on the opening of**  
**each office)**

**A Remote Work Schedule is not in effect in the District 5 Public Defender Offices for the following reasons -**

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

**Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted, as follows:**

**During the rare circumstances when remote work is necessary to best serve our clients and our office, the following procedure shall apply:**

All requests for remote work by **Assistant Public Defenders** shall be directed to the Chief Public Defender. If unavailable, consult the Administrative Assistant.

- All medical/childcare/home related issues should allow enough notice to consult the Chief Public Defender.
- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, the expressed need of the APD, and the leave/vacation balance of the APD.
- Remote work infrastructure, including necessary equipment, reliable internet connection, and adherence to data security protocols, must be maintained by the employee.
- Once remote work is authorized, the APD shall notate that s/he is working remotely on the office calendar, with a short explanation, for example:
  - APD Remote (Trial Prep – do not disturb)
  - APD Remote (Childcare or Medical)

All requests for remote work by **Support Staff** shall be directed to the employee's supervisor or the Chief Public Defender.

- All medical/childcare/home related issues should allow enough notice to consult the supervisor.
- The supervisor will consider the employee's leave balance and the nature of the work they are seeking to perform remotely, and the expressed need of the employee.
- Remote work infrastructure, including necessary equipment, reliable internet connection, and adherence to data security protocols, must be maintained by the employee.
- Once remote work is authorized, the employee shall notate that s/he is working remotely on the office calendar, with a short explanation, for example:
  - Support Staff Remote (Childcare or Medical)

Unless otherwise notated and with authorization, all remote work employees shall maintain performance standards, timely respond to calls/work texts/emails and check their voicemail. All remote work shall be conducted in a safe and private environment to protect the confidentiality of our clients and to assure the physical safety of all employees.

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Signature of Employee

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Date

**Remote Work Policy**  
**New Hanover and Pender County Public Defender Offices**  
**Effective 1/4/2024**

**A Remote Work Schedule is not in effect in the New Hanover or Pender County Offices for the following reasons -**

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

**Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted, as follows:**

**During the rare circumstances when remote work is necessary to best serve our clients and our office, the following procedure shall apply:**

All requests for remote work by ***Assistant Public Defenders*** shall be directed to the Chief Public Defender. If she is unavailable, consult Bud Woodrum, Max Ashworth, or Lyana Hunter.

- All medical/childcare/home related issues should allow enough notice to consult the Chief Public Defender.
- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, the expressed need of the APD, and the leave/vacation balance of the APD.
- Once remote work is authorized, the APD shall notate that he or she is working remotely on the office calendar, with a short explanation, for example:
  - Duncan Remote (Hassan Trial Prep – do not disturb)
  - Hunter Remote (Childcare)
  - Woodrum Remote (Medical)

All requests for remote work by ***Support Staff*** shall be directed to the employee's supervisor, or the Chief Public Defender.

- All medical/childcare/home related issues should allow enough notice to consult the supervisor.
- The supervisor will consider the employee's leave balance and the nature of the work they are seeking to perform remotely, and the expressed need of the employee.
- Once remote work is authorized, the employee shall notate that he or she is working remotely on the office calendar, with a short explanation, for example:
  - Whitehouse Remote (Childcare)

Unless otherwise notated and with authorization, all remote work employees shall timely respond to calls/work texts/emails and check their voicemail. All remote work shall be conducted in a safe and private environment to protect the confidentiality of our clients and to assure the physical safety of all employees.

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Signature of Employee

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Date

## District 7 Public Defender's Office Hybrid Work Policy

Our Hybrid Policy offers employees a balanced approach to remote work. Key components include:

1. **Eligibility:** Eligibility for partial remote work is determined based on job roles, responsibilities, and individual performance.
2. **Designated Remote Days:** Employees on hybrid work arrangements will have specific days allocated for remote work, set by their supervisor.
3. **Flexibility:** While adhering to designated remote days, employees may discuss adjustments to their schedules to accommodate personal needs or preferences.
4. **In-Office Collaboration:** On days designated for in-office work, employees are expected to be present for collaborative activities, meetings, and team-building efforts.
5. **Equipment and Connectivity:** Remote work infrastructure, including necessary equipment and a reliable internet connection, must be maintained by the employee.
6. **Communication and Availability:** Clear communication channels and availability during specified times, especially on in-office days, are essential for effective collaboration.
7. **Performance Expectations:** Performance standards remain consistent regardless of the work location. Regular assessments and check-ins will be conducted to ensure productivity.
8. **Data Security:** Adherence to data security protocols is mandatory, with employees using company-approved tools and practices to protect sensitive information.

By embracing this hybrid work approach, we aim to foster a work environment that combines flexibility with in-person collaboration, promoting employee satisfaction and productivity.

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Signature of Employee

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Date





Office of the Fifteenth Defender District of North Carolina

**Jacob D. Ward**  
**Public Defender**

Bladen County

Brunswick County

Columbus County

**Remote Work Policy for Defender District 15**  
**Effective 1/1/2024**

**A Remote Work Schedule is not in effect in effect for Defender District 15 for the following reasons -**

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

**Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted, as follows:**

**During the rare circumstances when remote work is necessary to best serve our client and our office, the following procedure shall apply:**

All requests for remote work by *Assistant Public Defenders* shall be directed to the Chief Public Defender or Executive Assistant.

- All medical/childcare/home related issues should allow enough notice to consult the Chief Public Defender or Executive Assistant.
- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, the expressed need of the APD, and the leave/vacation balance of the APD.

All requests for remote work by *Support Staff* shall be directed to the Chief Public Defender or Executive Assistant.

- All medical/childcare/home related issues should allow enough notice to consult the Chief Public Defender or Executive Assistant.
- The Chief Public Defender or Executive Assistant will consider the employee's leave balance and the nature of the work they are seeking to perform remotely, and the expressed need of the employee.

Unless otherwise notated and with authorization, all remote work employees shall timely respond to calls/work texts/emails and check their voicemail.



Office of the Fifteenth Defender District of North Carolina

**Jacob D. Ward**  
**Public Defender**

Bladen County

Brunswick County

Columbus County

## Remote Work Agreement

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### List of Equipment Authorized for Remote Use

Equipment Description	Quantity
Laptop	1

### Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### **Physical Workspace**

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

### **Electrical Safety**

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.
- ☐ Surge protector(s) are plugged directly into a wall outlet(s).
- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.

- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

#### **Information Safety/Security**

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.
- ☐ Inventory of all equipment including serial numbers is maintained.

#### **Fire/Emergency Safety**

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.

- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

*This remote work agreement may be terminated or modified by management with or without notice. Employees may also terminate the agreement at any time. Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Remote Work Policy**  
**Durham County Public Defender Office**  
**Effective 1/15/2024**

**A. Purpose:**

The purpose of this policy is to set out the rules and requirements for the Durham County Public Defender Office employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the Durham County Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

**Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.**

**B. Authority:**

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.7(d), consistent with the policies and procedures established by the Commission.

**C. Definitions:**

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central office of the agency because the nature of their work requires travel to various locations within a region for a substantial part of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to

workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing job functions that contain sensitive or personal identifying information.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. Remote work in no way changes the terms and conditions of employment.

All work performed for the Durham County Public Defender Office is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not a substitute for day care, elder care or to routinely accommodate an employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided the reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time, part-time permanent, temporary, and time-limited Durham County Public Defender Office employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the Chief Public Defender.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the office, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each eligible employee who is authorized for remote work must work at their duty station a minimum of six and one half (6.5) hours per day for the approved remote work time and provide documentation of tasks or duties performed. The six and one half (6.5) hours per day requirement, does not include times taken for lunch or breaks.

The Chief Public Defender or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

The Public Defender may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in the employee's personnel file, and be signed by both the Chief Public Defender (or designee) and the employee.

The Chief Public Defender may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance



concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

#### **H. Chief Public Defender Responsibilities:**

Responsibilities of the Chief Public Defender include but are not limited to the following:

1. Assess employees' eligibility and suitability for remote work based on job duties and performance history.
2. Review employee requests for remote work on a case-by-case basis.
3. Ensure approved remote work does not create more work for onsite employees.
4. Maintain remote agreements in the employee's local personnel file.
5. Terminate remote work agreements when appropriate or required for office needs.
6. Document any issues with conduct, performance, or behavior that violates the Remote Work Policy.

#### **I. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

1. Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
2. Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
3. Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
4. Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).

5. Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
6. Complete tasks, including responding to communications, in a timely manner.
7. Report time worked and task performed as requested by the Chief Public Defender.

**J. Procedures:**

The Chief Public Defender may evaluate the positions and employees subject to his/her supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to the Hiring Authority for consideration.
2. The Chief Public Defender evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The Chief Public Defender shall determine if the request is approved or denied.
4. If the request is approved, the Chief Public Defender and employee complete a Remote Work Agreement. If the request is denied, the Chief Public Defender shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in the employee's personnel file.

**Approval and denial of remote work requests are at the discretion of the Chief Public Defender. A denial, in and of itself, is not a basis for a complaint.**

## **CERTIFICATION**

I, \_\_\_\_\_, do hereby certify the following:

1. I have read and understand the Durham County Public Defender' Office Remote Work Policy.
2. I agree to abide by the terms and conditions of the Durham County Public Defender Office Remote Work Policy.

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Signature of Employee

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Date

# PUBLIC DEFENDER DISTRICT 17

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for IDS employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The IDS Director or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.

- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

#### **K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.



**Remote Work Policy**  
**Orange and Chatham County (District 18) Public Defender Offices**  
**Effective 1/16/2024**

**A Remote Work Schedule is not in effect for Orange and Chatham County (District 18) Public Defender Offices for the following reasons:**

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

**Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues and other emergencies which would require an assistant public defender to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney needs to be focused on a serious and complex case for trial preparation, or when it is logistically unfeasible to physically return to the office following an appointment remote work will be permitted for an assistant public defender as follows:**

**During the rare circumstances when remote work is necessary to best serve our clients and our offices, the following procedure shall apply:**

All requests for remote work by *Assistant Public Defenders* shall be directed to the Chief Public Defender. If she is unavailable due to vacation, trial or some other extreme circumstance consult Natasha Adams or Carter Thompson.

- All requests should allow enough notice to consult the Chief Public Defender.
- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, expressed need of the APD, and previous vacation/leave requests by the APD.
  - Once remote work is authorized, the APD shall inform others in the office through the group teams chat with a short explanation.

All requests for remote work by *Support Staff* shall be directed to the Chief Public Defender. If she is unavailable due to vacation, trial or some other extreme circumstance consult Natasha Adams or Carter Thompson.

- All requests should allow enough notice to consult the Chief Public Defender.
- The decision to permit remote work will consider the employee's leave balance and the nature of the work they are seeking to perform remotely and the expressed need of the employee.

- Once remote work is authorized, the employee shall inform others in the office through the group team chat with a short explanation.

Unless otherwise notated and with authorization, all remote work employees shall timely respond to calls/work texts/emails and check their voicemails. All remote work shall be conducted in a safe and private environment to protect the confidentiality of our clients and to assure the physical safety of all employees. Employees must meet the same performance expectations. It in no way changes the terms and conditions of employment.

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Signature of Employee

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Date

# Public Defender District 21

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for Public Defender District 21 employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

**Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.**

### B. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee's assigned duty station; may be an employee's home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee's designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Work Schedule: The employees' regular hours of work.

### C. Overview

Employees approved for remote work are expected to perform the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for Public Defender Office District 21 is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products.

Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the Office's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

**The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.**

#### **D. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited Public Defender Office District 21 employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. **The decision to allow an employee to work remotely is at the discretion of the hiring authority.**

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

#### **E. Work Hours:**

Each employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 24 hours per week, at their managers discretion.** The other 16 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The Chief Public Defender of District 21, or designee, may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

An employee may be approved for a flexible work schedule that permits the employee to work a schedule that is different than the Office's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and clients, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

#### **F. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in the Chief Public Defender of District 21, or designee's office, and be signed by both the Chief Public Defender of District 21, or designee and the employee.

The Chief Public Defender of District 21 may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

#### **G. Supervisor Responsibilities:**

Supervisor responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.
- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Recommend termination remote work agreements when appropriate or required for business needs.

Supervisors are expected to respond to and document any issues with conduct, performance, or behavior.

#### **H. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.

- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

## **I. Procedures:**

A supervisor may evaluate the positions and employees subject the manager's supervision and may recommend a remote work arrangement for an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their supervisor for consideration.
2. The supervisor evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall recommend to the Chief Public Defender of District 21, or designee, if the request should be approved or denied.
4. If the request is approved, the Chief Public Defender of District 21, or designee, and employee complete a Remote Work Agreement. If the request is denied, the supervisor shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed Chief Public Defender of District 21, or designee's office.

Approval and denial of remote work requests are at the discretion of the Chief Public Defender of District 21. A denial, in and of itself, is not a basis for complaint.

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for IDS employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.



Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The IDS Director or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.

- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

#### **K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

## **Alternative Work Location Safety Attestation**

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### **Physical Workspace**

- ☒ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☒ Alternate work location accommodates workstation, equipment, and related material.
- ☒ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☒ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☒ Small rugs and runners are slip-resistant.
- ☒ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☒ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☒ File drawers do not open in walkways.
- ☒ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☒ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☒ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☒ Adequate temperature control and ventilation are present.
- ☒ First Aid supplies stored close to workstation.
- ☒ Emergency phone numbers are readily available and stored in cell phone.

### **Electrical Safety**

- ☒ Electrical system is adequate for office equipment.
- ☒ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☒ Sufficient electrical outlets are accessible and close to equipment.
- ☒ Extension cord(s) are not in use.
- ☒ Computer/electrical equipment is plugged into a surge protector.

- ✓ Surge protector(s) are plugged directly into a wall outlet(s).
- ✓ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ✓ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ✓ Lighting is sufficient for reading or working on the computer.
- ✓ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ✓ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ✓ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ✓ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ✓ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ✓ Keyboard and mouse are situated at elbow level.
- ✓ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ✓ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ✓ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ✓ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ✓ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ✓ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ✓ Log off from computer when not present at alternate work location.
- ✓ Lock up paper files with confidential information.
- ✓ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ✓ Files and data are secure.
- ✓ Materials and equipment are stored in a secure place protected from damage and misuse.
- ✓ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

- ☒ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☒ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☒ Maintain contingency plan to work elsewhere in event of power outage.
- ☒ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☒ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☒ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☒ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☒ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



## Remote Work Policy 26<sup>th</sup> Judicial District

The purpose of this policy is to set out the rules and requirements for employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff. Remote work is also a core component of the Public Defender Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions. Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment. All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee. Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site. All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime. Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours. Employees approved for remote work are not required to work remotely. The hiring authority may change or terminate a remote work approval at any time for any reason, if reason is not based on unlawful discrimination or retaliation.

Managers may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety. A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee. The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason. A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.



Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### List of Equipment Authorized for Remote Use

Equipment Description	Quantity

### **Alternative Work Location Safety Attestation**

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

#### **Physical Workspace**

- ☐ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☐ Alternate work location accommodates workstation, equipment, and related material.
- ☐ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☐ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☐ Small rugs and runners are slip-resistant.
- ☐ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☐ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☐ File drawers do not open in walkways.
- ☐ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☐ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☐ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☐ Adequate temperature control and ventilation are present.
- ☐ First Aid supplies stored close to workstation.
- ☐ Emergency phone numbers are readily available and stored in cell phone.

#### **Electrical Safety**

- ☐ Electrical system is adequate for office equipment.
- ☐ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☐ Sufficient electrical outlets are accessible and close to equipment.
- ☐ Extension cord(s) are not in use.
- ☐ Computer/electrical equipment is plugged into a surge protector.



- ☐ Surge protector(s) are plugged directly into a wall outlet(s).
- ☐ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ☐ Equipment is turned off when not in use.

#### **Ergonomics/Wellness**

- ☐ Lighting is sufficient for reading or working on the computer.
- ☐ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ☐ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ☐ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ☐ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ☐ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ☐ Keyboard and mouse are situated at elbow level.
- ☐ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ☐ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ☐ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ☐ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

#### **Information Safety/Security**

- ☐ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ☐ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ☐ Log off from computer when not present at alternate work location.
- ☐ Lock up paper files with confidential information.
- ☐ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ☐ Files and data are secure.
- ☐ Materials and equipment are stored in a secure place protected from damage and misuse.

- ☐ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

- ☐ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☐ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☐ Maintain contingency plan to work elsewhere in event of power outage.
- ☐ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☐ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☐ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☐ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☐ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

*This remote work agreement may be terminated or modified by management with or without notice. Employees may also terminate the agreement at any time. Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.*

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for IDS employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.

Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.



Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The IDS Director or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.

- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

#### **K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

### Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

#### Physical Workspace

- ☒ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☒ Alternate work location accommodates workstation, equipment, and related material.
- ☒ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☒ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☒ Small rugs and runners are slip-resistant.
- ☒ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☒ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☒ File drawers do not open in walkways.
- ☒ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☒ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☒ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☒ Adequate temperature control and ventilation are present.
- ☒ First Aid supplies stored close to workstation.
- ☒ Emergency phone numbers are readily available and stored in cell phone.

#### Electrical Safety

- ☒ Electrical system is adequate for office equipment.
- ☒ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☒ Sufficient electrical outlets are accessible and close to equipment.
- ☒ Extension cord(s) are not in use.
- ☒ Computer/electrical equipment is plugged into a surge protector.

- ✓ Surge protector(s) are plugged directly into a wall outlet(s).
- ✓ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ✓ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ✓ Lighting is sufficient for reading or working on the computer.
- ✓ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ✓ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ✓ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ✓ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ✓ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ✓ Keyboard and mouse are situated at elbow level.
- ✓ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ✓ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ✓ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ✓ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ✓ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ✓ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ✓ Log off from computer when not present at alternate work location.
- ✓ Lock up paper files with confidential information.
- ✓ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ✓ Files and data are secure.
- ✓ Materials and equipment are stored in a secure place protected from damage and misuse.
- ✓ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

- ☒ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☒ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☒ Maintain contingency plan to work elsewhere in event of power outage.
- ☒ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☒ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☒ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☒ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☒ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Remote Work Policy

### A. Purpose:

The purpose of this policy is to set out the rules and requirements for IDS employees who are authorized to work remotely. The remote work policy is designed to provide flexibility, improve operations, and enhance competitive recruitment and retention of highly qualified staff.

Remote work is also a core component of the IDS Continuity of Operations Plan (COOP), which enables core functions to continue through hazardous weather, pandemics, physical attacks, or other disruptions.

Authorization for remote work is a privilege, not a universal benefit or entitlement. It is subject to the discretion of the hiring authority and to compliance with the Remote Work Agreement.

### B. Authority:

This policy is required by the 2023 Appropriations Act Section 16.12. The agency is authorized to “administer and coordinate the operations of the Office” under §7A-498.6(b)(3), consistent with its hiring authority, subject to the policies and procedures established by the Commission, under §7A-498.6(b)(4).

### C. Definitions:

For the purposes of this policy the terms below have the following meaning:

Alternate Work Location: A worksite other than the employee’s assigned duty station; may be an employee’s home, home office, or approved satellite office where the employees job duties are performed during their assigned work hours.

Duty Station: The employee’s designated worksite.

Field Based Employee: An employee whose job duties require them to work outside of the central offices of the agency because the nature of their work requires travel to various locations within a region for the majority of their work week.

Flexible Work: Work schedule arrangements that are outside the standard workday.

Home Based Employee: An employee whose duty station is their home as expressly authorized by the IDS Director based on the nature of their job duties or health and safety considerations.

Remote Work (telework): A flexible work arrangement where employees are authorized by management to perform their job duties away from their duty station, at an alternative authorized work location, subject to the same performance expectations, adherence to workplace policies and professional standards, and other agreed-upon terms and conditions.

Remote Work Agreement: Written agreement required of all employees that details the terms and conditions by which an employee is allowed to work remotely.



Restricted Access Materials: Papers, documents, records, correspondence, and other materials used in performing IDS job functions that contain sensitive or personal identifying information (PII).

Shared Office Space: An office, cubicle, or other on-site workspace that is used by multiple employees in order to make efficient use of limited State resources and accommodate remote employees flexible work schedules.

*Example:* An on-site office or cubicle used by Employee 1 for a full day Monday and Wednesday and a half-day Friday morning that is used by Employee 2 for a full day on Tuesday and Thursday, and a half-day Friday afternoon.

Work Schedule: The employees' regular hours of work.

#### **D. Overview**

Employees approved for remote work are expected to perform essentially the same work that is performed at the primary work location or assigned duty station and must meet the same performance expectations. It in no way changes the terms and conditions of employment.

All work performed for IDS is considered official State business. Staff have a duty to safeguard all equipment, records, papers, correspondence, digital files, and other work products. Any potential tax implications related to a remote work agreement are the sole responsibility of the employee.

Remote working arrangements must satisfy the agency's operational needs. The same performance expectations apply to remote and on-site work. Employees must maintain the same level of service, responsiveness, and productivity as when working on-site.

All policies, procedures, and work rules apply to work performed regardless of location. This includes working an approved schedule, timekeeping, attendance, and restrictions against working unauthorized overtime.

Remote work is not designed as a substitute for day care or elder care or to routinely accommodate employees' inability to report to work due to illness or other similar circumstances. Similarly, employees approved for remote work may not engage in secondary or dual employment during established work hours.

Employees approved for remote work are not required to work remotely and have the right to remote work if the option is available.

The hiring authority may change or terminate a remote work approval at any time for any reason, provided that reason is not based on unlawful discrimination or retaliation.

#### **E. Eligible Employees:**

All full-time and part-time permanent, temporary, and time-limited IDS employees may be eligible for consideration for remote work.

Remote work may not be suitable for all employees or positions. The decision to allow an employee to work remotely is at the discretion of the hiring authority.

Employee requests for remote work privileges will be determined on a case-by-case basis based upon the needs of the employer, the characteristics of the position, and the eligibility of each individual employee. Individual eligibility is based on an individual assessment of each employee's performance history and demonstrated ability to meet remote work requirements.

**F. Work Hours:**

Each non-home based, non-field employee who is authorized for remote work **must work at their duty station a minimum of 3 days per week and a minimum of 20 hours per week, at their managers discretion.** The other 20 hours per week may be worked remotely at the approved alternative work location (exclusive of any approved overtime).

The IDS Director or designee may authorize additional remote work hours, up to and including temporary full-time remote work, particularly in emergency situations or based on considerations of health and safety.

A manager may approve a flexible work schedule that permits an employee to work a schedule that is different than the department/division's normal operating hours. If approved for a flexible work schedule, an employee must still be available to managers, co-workers, and customers, by email and/or phone, during core business hours that are specified in a remote work agreement.

Requirements for in-person attendance at the primary work location override regular remote work schedules.

Employees shall apply themselves to their work during designated work hours and not engage in other activities that are not work-related. Remote work is not intended to permit employees to attend to personal business, such as performing outside employment or providing primary care for anyone (child or adult) at an alternate worksite. It is expected that an employee approved for remote work will arrange for dependent care to the same extent as if the employee was working onsite at the primary work location.

**G. Shared Office Space:**

To maximize limited resources employees who are authorized to work remotely are expected to share office space, allowing other employees to use their designated workspace while they are working remotely.

**H. Remote Work Agreement:**

Remote work agreements shall contain the terms of the arrangement, be maintained in a manager's local personnel file, and be signed by both the manager (or designee) and the employee.

The manager may modify or terminate remote work agreements, including cancelling or suspending individual employee remote work privileges, for performance concerns, changing operational needs, or any other non-discriminatory or retaliatory reason.

A remote work agreement is not an employment contract or a guarantee of employment. All Judicial Branch employees remain at-will. The cancellation or termination of a remote work agreement is not, by itself, grounds for a complaint and is not subject to appeal.

**I. Manager Responsibilities:**

Manager responsibilities include but are not limited to the following:

- Assess employees' eligibility and suitability for remote work based on job duties and performance history.

- Review employee requests for remote work on a case-by-case basis.
- Ensure approved remote work does not create more work for employees who work onsite.
- Maintain remote agreements in an employee's local personnel file.
- Terminate remote work agreements when appropriate or required for business needs.

Managers are expected to respond to and document any issues with conduct, performance, or behavior.

#### **J. Employee Responsibilities:**

Employees understand that the same performance standards apply to employees regardless of work location. Employee responsibilities include, but are not limited to, the following:

- Identify a remote workspace that is safe, secure, private, and conducive to a productive work environment.
- Protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- Maintain the security, confidentiality, and integrity of restricted access materials and comply with all file and data security protocols.
- Maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- Follow the same workplace policies regardless of work location (leave requests, time entry, unlawful harassment, and acceptable use, for example).
- Complete tasks, including responding to communications, in a timely manner.
- Report login and logoff times, as requested by management.

#### **K. Procedures:**

A manager may evaluate the positions and employees subject the manager's supervision and may offer a remote work arrangement to an employee. Otherwise,

1. An employee in good standing, whose position meets the criteria of remote work, and does not have any documented performance issues submits a written request to their manager for consideration.
2. The manager evaluates both the position's suitability and the employee's eligibility in conjunction with the guidelines outlined in this policy.
3. The manager shall determine if the request is approved or denied.
4. If the request is approved, the manager and employee complete a Remote Work Agreement. If the request is denied, the manager shall provide an explanation of the denial to the employee.
5. A copy of the signed Remote Work Agreement is placed in a manager's local personnel file.

Approval and denial of remote work requests are at the discretion of a manager. A denial, in and of itself, is not a basis for complaint.

## REMOTE WORK AGREEMENT

### Employee Remote Work Information

Employee		
Job Title		
Division / Work Unit		
Manager		
Office Phone		
Mobile or Secondary Phone		
Email		
Remote Work Location Address		
Remote Work Effective Dates *reviewed annually, at minimum	Start Date	
	End Date (if applicable)	

### Remote Workdays and Times *(minimum 3 days and 20 hours per week onsite)*

Start / End Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

**List of Equipment Authorized for Remote Use**

Equipment Description	Quantity

This remote work agreement may be terminated or modified by management with or without notice.

Employees may also terminate the agreement at any time.

Failure to comply with the remote work agreement may result in disciplinary action up to and including termination.

## Alternative Work Location Safety Attestation

Instructions for employee: Maintaining a safe alternate work location is the teleworker's responsibility. This attestation must be completed by teleworkers at least once per year. Place a checkmark beside each item if it currently exists as described in your alternate work location. Questions regarding any item should be directed to your manager. Return completed and signed attestation to your manager. Manager will review and provide you with a fully executed copy.

### Physical Workspace

- ☒ Alternate work location is away from noise, distractions, and is devoted to work needs.
- ☒ Alternate work location accommodates workstation, equipment, and related material.
- ☒ Floor, walkways, aisle(s), and doorway(s) are clear and free from miscellaneous household objects (books, paper, cords, and boxes) and other hazards that may impede an open path to exit.
- ☒ Flooring (carpet, vinyl, hardwood, etc.) is securely attached to floor and free of frayed or worn seams.
- ☒ Small rugs and runners are slip-resistant.
- ☒ Furniture (chair, desk, cabinet, bookcase, etc.) is stable and free of defects such as splintered wood or sharp edges that could compromise safety.
- ☒ Phone lines, cables, electrical cords, and other trip hazards are placed away from heat sources and foot traffic.
- ☒ File drawers do not open in walkways.
- ☒ File cabinets, bookcases, etc. are not top heavy and do not present a tipping hazard.
- ☒ Alternate work location is kept free of trash, clutter, and flammable liquids.
- ☒ Alternate work location is protected from physical or external threats such as severe weather or intruders.
- ☒ Adequate temperature control and ventilation are present.
- ☒ First Aid supplies stored close to workstation.
- ☒ Emergency phone numbers are readily available and stored in cell phone.

### Electrical Safety

- ☒ Electrical system is adequate for office equipment.
- ☒ Electrical cords and cables are resting on the floor and not under rugs, carpeting, or furniture.
- ☒ Sufficient electrical outlets are accessible and close to equipment.
- ☒ Extension cord(s) are not in use.
- ☒ Computer/electrical equipment is plugged into a surge protector.

- ✓ Surge protector(s) are plugged directly into a wall outlet(s).
- ✓ Electrical plugs, cords, outlets, and panels are in good condition with no exposed/damaged wiring.
- ✓ Equipment is turned off when not in use.

### **Ergonomics/Wellness**

- ✓ Lighting is sufficient for reading or working on the computer.
- ✓ Alternate work location (furniture, computer, monitor screen(s), etc.) is arranged to minimize glare from indoor or outdoor light sources.
- ✓ Chair is sturdy and free from safety defects i.e., loose wheels, legs, and other parts.
- ✓ Chair seat and backrest are supportive and adjustable to comfortable upright position.
- ✓ Chair is adjustable to allow seating with feet flat on ground and thighs parallel to floor.
- ✓ Chair armrests allow comfortable position to relax shoulders and arms in position close to body, operate keyboard at approximately elbow height, and keep hands, wrists, and forearms in straight line parallel to floor.
- ✓ Keyboard and mouse are situated at elbow level.
- ✓ Keyboard and mouse are positioned to eliminate reaching and allows wrist to be in straight, natural position.
- ✓ Height of work surface accommodates employee so that it does not contact top of employee's legs.
- ✓ Work surface accommodates all items (printer, stapler, and tape dispenser) needed to perform job duties.
- ✓ Topmost line of monitor screen is slightly below eye level. Monitor height set so that head tilting is not required for full viewing.

### **Information Safety/Security**

- ✓ Adherence to State of North Carolina and individual agency/work unit Acceptable Use Policy.
- ✓ Timely installation of State IT updates to all agency/work unit assigned equipment.
- ✓ Log off from computer when not present at alternate work location.
- ✓ Lock up paper files with confidential information.
- ✓ Log in to agency VPN at least weekly to run regular scans and ensure anti-virus software and virus definitions are updated.
- ✓ Files and data are secure.
- ✓ Materials and equipment are stored in a secure place protected from damage and misuse.
- ✓ Inventory of all equipment including serial numbers is maintained.

**Fire/Emergency Safety**

- ☒ Identify safe shelter location within alternate work location to evacuate to in event of severe weather threat.
- ☒ Sign-up for severe weather alerts from government/media sources via email or text for alternate work location.
- ☒ Maintain contingency plan to work elsewhere in event of power outage.
- ☒ Maintain primary and alternate evacuation plan for emergency exit in event of a fire.
- ☒ Multi-use fire extinguisher, which employee knows how to use, is readily available.
- ☒ Working smoke detector and carbon monoxide detector are present in alternate work location area.
- ☒ All radiators and portable heat source(s) are located away from combustible and flammable items.
- ☒ Staircases that must be travelled while working are well lit, free from obstruction, and allow for secure footing on each step.

I, \_\_\_\_\_, attest that:  
(Print Employee Name)

- I understand the contents of each item listed above and attest that my alternate work location complies with all checked items and will maintain the location as described while teleworking.
- I will notify my manager of any alternate work location safety concerns and will immediately notify them in writing of any proposed change in location of my alternate work location.
- I will follow all Judicial Branch Human Resources policies, including, but not limited to, reporting work-related illness or injury occurring at alternative work location.
- I will protect all employer owned equipment, tools, information, and work product from theft, damage, or unauthorized use.
- I will maintain internet service that is stable, reliable, and at speeds necessary for employer's work (video conferences, transfer of data, etc.).
- I will follow the same workplace policies regardless of work location (leave requests, time entry, etc.), including safety rules.
- I will work during assigned hours unless taking leave or with prior approval from management to alter work hours.
- I will not engage in secondary employment or other activities during assigned work hours.
- I will attend meetings onsite when requested by management.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**The Public Defenders Office for District 39 is committed to offering innovative workplace flexibilities. This policy permits Assistant Public Defender's (APDs) to remote work at alternate work locations up to one (1) day per week to promote general work efficiencies, enhance competitive recruitment and retention advantages which, in return, allow us to better serve our clients and our community. This policy permits Public Defender Support Staff to work at alternate work locations up to one (1) day every other week to promote general work efficiencies, enhance competitive recruitment and retention advantages which, in return, allow us to better serve our clients and our community.**

**GENERAL POLICY:** All APDS and support staff members may be eligible to participate in this program. However, remote work is not a universal employee benefit or entitlement. The decision whether to allow an APD or support staff member to remote work is at the discretion of the Chief Public Defender. The Chief Public Defender may exercise discretion to determine that employees may work remotely if the following requirements are satisfied:

The APD or support staff member has no scheduled court appearances during the remote work day;

The APD or support staff member has the ability to engage in telephonic and/or virtual jail visits remotely;

The APD or support staff member has spoken with the Chief Public Defender (or Chief Deputy Reeder in Lincoln County or Chief Deputy Chappell in Cleveland County), as well as fellow APDs and/or support staff members in the respective counties, to ensure that there is sufficient attorney coverage in the event of a pressing legal matter/emergency. (Communication and coverage is the polar star of this policy);

The APD or support staff member is available by phone, text and/or email during the entire remote work day;

The APD or support staff member's alternate work location meets the requirements of the job;

The APD or support staff member has not previously violated the terms of the remote work policy;

The APD or support staff member has consistently been prepared and on time to court and has had regular contact with clients, both in and out of custody.

**Notwithstanding the above set forth general policy set forth above,** in an effort to accommodate special circumstances requiring remote work more than one day per week for APDs or one day every other week for support staff, such as for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted using the same criteria and procedures as set forth in the general policy.

## Remote Work Policy

### Rutherford/McDowell County (District 41) Public Defender Offices

Effective 2/1/2024

**A Remote Work Schedule is not in effect for Rutherford County (District 41) Public Defender Office for the following reasons:**

- As a public service office, we are expected to be available to the court and courthouse personnel during regular courthouse hours.

**A Limited Remote Work Schedule is in effect for McDowell County (District 41) Public Defender Office for the following reasons:**

- Legal Assistants and Investigators are not included in the Remote Work schedule for McDowell County.
- As a public service office, we are expected to be available to the court and courthouse personnel during regular courthouse hours.
- Assistant Public Defenders are occasionally allowed to work remote. This office has several attorneys that travel from Asheville to Marion and in general Asheville has significantly more winter weather which makes the commute dangerous at times. McDowell County only holds district court three days a week. For these reasons remote work is allowed on occasion.
- Requests for remote work must be presented to the Chief Public Defender. Request will be granted by the Chief dependent upon the need for office/case coverage and other rare circumstances.

If remote work is requested and approved for Assistant Public Defenders, the attorney will sign the Remote Work Agreement prior to performing any remote work.

Remote Work Policy  
Henderson, Polk and Transylvania County Public Defender  
Offices Effective 2024

A Remote Work Schedule is not in effect in the Offices for the following reasons -

- Legal assistants rely on input from the lawyers to do their work.
- Remote work inevitably creates work for those that are physically in the office.
- As a public service office, we are expected to be available to the court and courthouse personnel anytime the courthouse is open.
- Our clients often have legal needs and services which require unanticipated and immediate attention.

Notwithstanding the general policy, in an effort to accommodate special circumstances for chronic illness, childcare issues, and other emergencies which would require an employee to be out of the office who is otherwise fit, willing and able to perform his or her work obligations, including the rare occasion when the attorney or staff member need to laser focus on something (such as trial preparation) or when it is logistically unfeasible to physically return to the office following an appointment or work outside the office, remote work will be permitted, as follows:

During the rare circumstances when remote work is necessary to best serve our clients and our office, the following procedure shall apply:


All requests for remote work by **Assistant Public Defenders** shall be directed to the Chief Public Defender.

- All medical/childcare/home related issues should allow enough notice to consult the Chief Public Defender.
- The decision to permit remote work will be dependent upon the need for office/case coverage, the frequency of the request, the expressed need of the APD, and the leave/vacation balance of the APD.
- Once remote work is authorized, the APD shall notate that s/he is working remotely on the office calendar, for example:
  - XXX Remote
  - XXX Remote
  - XXX Remote

All requests for remote work by **Support Staff** shall be directed to the employee's supervisor, or the Chief Public Defender.

- All medical/childcare/home related issues should allow enough notice to consult the supervisor.
- The supervisor will consider the employee's leave balance and the nature of the work they are seeking to perform remotely, and the expressed need of the employee.
- Once remote work is authorized, the employee shall notate that s/he is working remotely on the office calendar, for example:
  - XXX Remote

Unless otherwise notated and with authorization, all remote work employees shall timely respond to calls/work texts/emails and check their voicemail. All remote work shall be conducted in a safe and private environment to protect the confidentiality of our clients and to assure the physical safety of all employees.

  
\_\_\_\_\_  
Signature of Employee

  
\_\_\_\_\_  
Date