# Working from Home Procedure

# Section 1 - Introduction

(1) The University recognises that from time-to-time, for a variety of exceptional circumstances, staff members may seek a working from home arrangement as an infrequent alternative work arrangement. Working from home is an alternative work arrangement where the staff member undertakes University activities from a home-based work site instead of at his or her usual work site location. Working from Home is neither an entitlement nor an obligation and staff members may only be permitted to work from home, at the discretion of the Deputy Vice-Chancellor, Operations.

# Section 2 - Compliance

(2) This is a compliance requirement under the Charles Darwin University Act 2003 part 3, section 15.

# Section 3 - Intent

(3) This document provides a framework for staff members who may seek an infrequent working from home arrangement.

# Section 4 - Relevant Definitions

(4) In the context of this document:

a. Ad hoc working from home arrangement means a working from home arrangement that may be authorised by a staff member's senior manager, and does not occur on a regular basis or follow a regular pattern. Relevant terms, duties and responsibilities detailed in these procedures still apply to ad hoc arrangements, as does the requirement complete the Working from Home WHS Checklist;
b. Home-based work site means the area of a private dwelling designated by the staff member to be used as the workplace where the staff member will perform the duties as agreed between the University and the staff member when working from home;
c. Ongoing working from home arrangement means a working from home agreement authorised by the Deputy Vice-Chancellor, Operations that occurs at least once each week/fortnight for more than one (1) month;
d. Senior Manager means a staff member of the University holding the position of Director or Head of School or equivalent;
e. Staff member means anyone employed by the University and includes all continuing, fixed-term, casual, adjunct or honorary staff or those holding University offices or who are a member of a University committee;
f. Working from home means an authorised and cooperative arrangement made between the staff member and the University for the performance of specified work at the home-based work site during ordinary hours of duty at the staff member's house;
g. Working from Home Agreement means a written document (template) used by the University to record formally the staff members ongoing working from home arrangement including an outline of the conditions, expectations, output and expected duration of the agreement. The agreement is signed by the applicant,

immediate supervisor and approved by the senior manager; and

h. Workplace means an area or place, vehicle or vessel whether on land or water, where a staff member performs his or her duties on behalf of the University and includes laboratories, workshops, training rooms, on-site recreational facilities, on field trips, in teaching facilities, in offices, in rural environments and any area of industry operations.

# Section 5 - Procedures

(5) Staff members may request an alternative working from home arrangement in exceptional circumstances only. Working from home is neither an entitlement nor an obligation; however, a staff member may, in accordance with the Charles Darwin University and Union Enterprise Agreement 2022, seek to make an individual flexible work arrangement.

(6) Each request will be assessed on a case-by-case basis and will be at the discretion of the University:

a. in the case of an ad hoc working from home arrangement, approval will be at the discretion of the staff member's senior manager; or
b. in the case of an ongoing working from home arrangement, approval will be at the discretion of the Deputy Vice-Chancellor Operations on recommendation from the staff member's senior manager.

(7) The terms and conditions of employment between the University and the staff member, as well as the role and responsibilities of the staff member, which apply at the staff member's workplace, will also apply at the home-based work site.

## Ongoing Working from Home Arrangements

(8) Prior to commencing an ongoing working from home arrangement, the staff member and senior manager must clearly detail and formalise in a Work from home request eform, the duties to be performed whist working from home. This agreement must also stipulate the measurement of output and supervision required for the period of the arrangement. The senior manager should also regularly review the working from home arrangement to ensure it is working effectively.

(9) Approval for working from home may be modified or terminated if it is determined that the needs of the University, the staff member or stakeholders are not being met or have changed.

## Ad Hoc Working from Home Arrangements

(10) Prior to commencing an ad hoc working from home arrangement, the staff member and senior manager must complete the Working from home WHS checklist in the Work from home request eform, to ensure the home-based work site meets acceptable Work Health and Safety standards.

## Health and Safety

(11) Under the Work Health and Safety (National Uniform Legislation) Act 2011, and Work Health and Safety (National Uniform Legislation) Regulations 2011 the University is responsible for the health, safety and welfare of a staff member at work and while at the home-based work site. All University governing documents, including the University's Work Health and Safety Policy, which apply at the staff member's usual place of work shall, as far as practicable, apply in carrying out work at the home-based work site.

(12) Staff members will be responsible for all costs associated with compliance, unless otherwise agreed to, by the University, in writing.

(13) Staff members seeking a working from home arrangement must complete a Working from Home Agreement form, accurately recording and identifying the area of the private dwelling to be used as the home-based work site and declaring that the home-based work site:

a. conforms to the required Work Health and Safety standards;
b. is kept in a clean, professional and safe condition; and
c. has a suitable first aid kit.

(14) The senior manager must review the completed Working from Home Agreement form with the staff member and assess compliance with the Northern Territory Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011 and associated legislation. The Deputy Vice-Chancellor, Operations will not approve a working from home request in circumstances where acceptable Work Health and Safety standards are not met.

(15) The approved Working from Home Agreement form must be forwarded to the Manager, Health, Safety and Environment for notification and filing on the staff member's personal file.

(16) The senior manager together with the staff member must monitor the home-based work site, associated equipment to be used and activities to be undertaken, in accordance with the provisions of the relevant legislation.

## Agreements

(17) In entering into a working from home arrangement, the staff member agrees:

a. to notify his or her immediate supervisor and the Manager, Health Safety and Environment of any work related accident, injury, illness or disease that may arise while working from home and complete an Accident, Incident and Injury Report;
b. to an inspection of the home-based work site by the University with twenty-four (24) hours' notice of the inspection;
c. that the University is not responsible for any liability on the part of a third party who is not a staff member of the University at the working from home site;
d. that the University assumes no responsibility for the staff member's personal property;
e. that tax implications related to all aspects of working from home are the responsibility of the staff member;
f. to perform only official duties and not to conduct personal business while working from home. Personal business includes, but is not limited to, caring for dependents and making home repairs;
g. not to conduct any face-to-face work-related meetings at the home-based work site unless they are conducted by videoconferencing or via the internet;
h. that any ongoing working from home agreement will be as described in the Working from Home Agreement form; and
i. To provide regular reports as required by the relevant supervisor to help monitor work performance. The staff member must understand that a decline in work performance may result in termination of the working from home arrangement by the University.

## Equipment

(18) The University is not required to supply core equipment or facilities to the staff member for the purposes of working from home. It is assumed that a staff member entering into a working from home agreement has adequate equipment to complete the assigned job, for example, telephone, computer, work station and internet access.

(19) Any hardware or software purchased by the University remains the property of the University and must be returned to the University should the working from home arrangement be terminated. Staff Members using University licensed software must adhere to the manufacturer's licensing agreements.

### Records and Confidentiality

(20) All records, documents, work papers and work products developed while under the working from home arrangement are subject to the University's Governing Documents including, Privacy and Confidentiality Policy, Conflicts of Interest Policy and Intellectual Property Policy and any related processes and practices which apply at the staff member's usual place of work.

(21) Confidential, corporate, private and other restricted access materials must not be compromised in any way and staff members who are working from home should take all precautions necessary to secure such materials.

(22) Office supplies required to complete work assignments in a working from home arrangement may be provided by the local work unit.

### Ability to be Contacted

(23) It is the responsibility of the staff member to be readily contactable while at the home-based work site. Arrangements may be terminated if the ability to contact the staff member is inadequate.

(24) The requirements for contact details are outlined in the Working from Home Agreement form for staff members entering into an ad hoc or ongoing working from home arrangement. The staff member is required to provide a contact phone number for the home-based work site that can be distributed to stakeholders, including students. The staff member authorises the University to distribute this phone number as deemed necessary.

### Termination

(25) Working from home is an infrequent arrangement and is available only as long as the staff member is deemed eligible at the sole discretion of the University. Working from home is neither an entitlement nor an obligation.

(26) The University or the staff member may terminate the arrangement, with or without cause, with two (2) weeks written notice, or other as agreed in the case of an ongoing arrangement.

(27) The University will not be held responsible for costs, damages or losses resulting from cessation of the arrangement. The conditions stated in this document act as an adjunct to the individual staff member's existing conditions of employment.

# Section 6 - Non-Compliance

(28) Non-compliance with Governance Documents is considered a breach of the Code of Conduct – Staff or the Code of Conduct – Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2022 and the Code of Conduct – Students.

(29) Complaints may be raised in accordance with the Code of Conduct – Staff and Code of Conduct - Students.

(30) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

## Status and Details

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| **Responsible Executive** | Fiona Coulson<br>Vice-Chancellor |
| **Implementation Officer** | Peta Preo<br>Director People and Culture |
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