Working Off-campus Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') seeks to be an employer of choice where people feel supported and happy. The University recognises, values and celebrates the diversity of its workforce. This aligns with our values of courage, kindness, openness, innovation and leadership.

(2) Offering flexible off-campus working arrangements, such as ad-hoc, hybrid and remote, will attract and retain a productive workforce, support employee wellbeing and maintain a strong team-based culture on campus.

Section 2 - Purpose

(3) This procedure outlines the process of applying for off-campus work arrangements and the associated terms and conditions of this arrangement.

(4) This procedure should be read in conjunction with the Flexible Work Arrangement Policy.

Section 3 - Scope

(5) This procedure applies to:

a. all employees appointed under the Charles Darwin University and Union Enterprise Agreement 2025 (the Agreement);
b. employees on senior executive contracts; and
c. employees accessing Individual Flexibility Arrangements through the Agreement that includes a component of off-campus work.

(6) This procedure does not apply to employees requesting a permanent change in work location from that which is specified in their employment agreement. If an employee is wishing to negotiate a permanent change in workplace location, they will need to submit an official request to their relevant SET member, prior to the Vice-Chancellor for consideration.

(7) Flexible work arrangements made as part of a workplace adjustment or return to work plan in conjunction with People and Culture are managed separately from the requirements of this procedure in accordance with the Workplace Adjustment Policy and Procedure or the Return to Work and Workers Compensation Procedure, as applicable.

Section 4 - Procedure

(8) A core principle of the CDU Strategic Plan 2021 - 2026 acknowledges students as being at the heart of our decisions. This must be reflected through our workforce planning and the empowerment of the CDU workforce. A vibrant on-campus environment fosters a positive learning experience and this procedure endeavours to ensure the

balance of employees on campus supports this.

(9) The University values the connection to Country held by First Nations employees and will consider requests for additional flexibility in work location to recognise and support this connection.

(10) The University offers the following variations of off-campus work to employees:

a. Ad-hoc off-campus work arrangements: Infrequent, irregular or inconsistent off-campus attendance arrangements. An employee and their supervisor may negotiate ad-hoc arrangements to allow flexibility when required and deemed suitable for the employee and workplace. Ad hoc arrangements do not require a Working off campus eform.
b. Hybrid off-campus work arrangements: this arrangement provides employees with the option of a combination of both on and off-campus working arrangements. The maximum time working off-campus that will be considered for approval is 20% of the employees normal working profile in accordance with the Agreement.
c. Remote working arrangements: this arrangement allows for more than 20% of work to be undertaken off-campus in accordance with the Agreement. This may include employees who are required to work temporarily from an interstate or remote locality. Employees working remotely (i.e. interstate) on an ongoing basis have generally been employed under those terms and conditions due to University requirements and therefore will continue with those arrangements accordingly.

(11) Requests for off-campus work arrangements will be assessed on a case-by-case basis, taking into consideration the employees individual circumstances, the operational requirements of the work unit, and broader University community.

(12) Off-campus work arrangements are not to be used in lieu of ongoing or regular care arrangements, including for family and/or household members requiring a high level of support that would significantly impact the employees capacity to work whilst on their off campus component.

(13) In accordance with the Flexible Work Arrangement Policy, an off-campus work arrangement is temporary and can be entered into for a maximum period of 12 months for ongoing and fixed-term employees, or one (1) semester for teaching academics.

(14) All off-campus work arrangements must be reviewed no later than six (6) months following commencement to ensure that it is meeting the needs of the employee, the work unit and the University. If the review finds that continuing the arrangement does not meet the needs of all parties, it can be ceased in accordance with this document.

(15) A student and service focus is priority. Consideration must be provided to learning and teaching activities on campus, predictable work patterns (including set face-to-face consultation hours), attendance at CDU-led events on campus as well as the University's strategic initiatives.

(16) All working off campus arrangements may be modified or terminated by the University at any time with the provision of ten (10) working days notice.

(17) Any working off campus arrangement negotiated under an Individual Flexibility Arrangement will be subject to the conditions of the Agreement.

(18) If an off-campus work arrangement is not approved, the University must provide detailed reasons to the employee within ten (10) working days. The employee may apply for reconsideration when their circumstances have changed after the initial application was lodged.

Work expectations and hours of work

(19) At the commencement of an off-campus work agreement, employees and supervisors must negotiate, schedule and undertake regular check-ins to ensure acceptable performance standards are maintained whilst working off-campus.

(20) The employees performance standard must be at an acceptable level and remain at such while undertaking the off-campus component of work.

(21) The employee must always be contactable by the University whilst working off-campus.

a. Unless otherwise approved, employees are expected to be available during normal working hours to make and receive phone calls and attend meetings as required.

(22) Employees must not host any in person meetings at their approved off-campus work location.

(23) Where an employee requests to work outside the normal span of hours as instructed in clause 12.4 and 12.8 of the Agreement, and this is agreed to by the Supervisor, no overtime rates will apply provided that it does not exceed the employees ordinary hours of work. Any such agreement must be in writing and retained by the relevant organisational unit.

a. Any overtime to be performed at the approved off-campus location must be pre-approved by the University, prior to the work being carried out.

(24) Employees are not entitled to any form of working from home allowance.

Variation or cessation of an off-campus work arrangement

(25) If it is deemed that the needs of the University, employees or stakeholders are not being met or have changed, the off-campus work arrangement may be modified or terminated with the provision of ten (10) working days notice.

(26) Employees may request to cease or vary an arrangement by agreement.

(27) In the instance an approved off-campus work location has moved or changed, the employee will be required to complete another Working off campus eform.

(28) Where an employee is seconded to a different role, or moves into a new position at the University, their off-campus work arrangement will cease.

Off-campus work area

(29) The off-campus work area must comply with the Work Health and Safety Policy and risk management provisions. The area must be kept in a clean, professional and safe condition, with a suitable first aid kit.

a. The University cannot approve any off-campus work requests in circumstances where safety standards are not met.

(30) Employees are permitted to use their University issued laptop when on an approved off-campus work arrangement.

(31) It is the responsibility of the employee to ensure they have all other adequate equipment to fulfill their employment obligations whilst working off-campus.

a. It is not the responsibility of the University to supply core equipment or facilities to employees whilst working off-campus (i.e. telephone, computer, internet access).
b. Any additional IT equipment (i.e. headset or monitor) must not be taken off-campus without prior consultation with ITMS.

(32) Any hardware or software purchased by the University remains the property of CDU and must be returned should the off-campus work agreement be terminated. Employees utilising CDU licensed software must adhere to the manufacturer's licensing agreements.

(33) Tax implications related to off-campus working agreements are the responsibility of the employee. It is recommended that employees seek professional tax advice at their own expense if required.

Insurance coverage

(34) The University will not be liable for any loss, damage, liability, costs, or expenses incurred or suffered by any person arising directly or indirectly out of or in connection with an off-campus working arrangement, including but not limited to any liability, loss, damage, costs or expenses as a result of faulty equipment, except to the extent that any liability, loss damage, costs or expenses are caused or contributed to by the negligence of the University.

Workers Compensation

(35) Employees are covered by workers compensation if they are injured whilst performing approved University work in their approved alternate work location within their designated work hours.

(36) In the instance an employee sustains an injury whilst undertaking approved work off-campus, they must notify their Manager as soon as possible and complete an Accident, Incident and Injury Report.

Compliance with University policies, agreements and other legislation

(37) Employees on an off-campus work arrangement must adhere to the terms and conditions of their employment, University policies, and relevant legislation whilst performing work at the approved off-campus work location.

(38) All records, documents, work papers and work products developed while working off-campus are subject to the Intellectual Property Policy and are subject to the University's Governance Documents including:

a. Privacy and Confidentiality Policy;
b. Conflicts of Interest Policy; and
c. Any other related processes and practices which apply at the employees usual place of work.

(39) Confidential, corporate, private and other restricted access materials must not be compromised in any way and employees who are working off-campus should take all precautions necessary to secure such materials.

Applying for an off-campus work arrangement

Employee responsibilities

(40) An employee who wishes to apply for an off-campus work arrangement should first discuss this with their supervisor. This is to negotiate and establish specific details of the arrangement such as time in the office, time working off-campus, duties to be performed while working off-campus, measurement of output and the period of the arrangement.

(41) Following discussion with their supervisor, the employee must complete the Working off campus eform in the eCentre, identifying the area of the off-campus work site and verifying that it is free from potential hazards and meets health and safety requirements.

(42) Employees must ensure their details are current on the University's system, including current address, phone contact details and emergency contact details. Employees can update their contact details on the eCentre.

Supervisor responsibilities

(43) When assessing the request, the supervisor must consider:

a. the operational needs of the University, including the potential effect on students, colleagues and employees under supervision, and clients and the impact of multiple requests within one team or workgroup;
b. the reasons for the request;
c. the suitability of the request and any impacts this request may have on the broader team; and
d. the safety considerations of the employees while undertaking the off-campus component of their work.

(44) During assessment of a request, the supervisor must also consider whether the employee has demonstrated:

a. self-motivation, time management and organisational skills;
b. the capacity to work independently;
c. a collegial approach to work; and
d. a record of satisfactory work performance.

(45) The supervisor must ensure compliance with the Northern Territory Work Health and Safety Act 2011, the Work Health and Safety Regulations 2011 and associated legislation.

(46) If an employee is on a performance improvement plan and submits an off-campus work request, the supervisor must contact the relevant Human Resource Business Partner within People and Culture to discuss.

(47) Supervisors are responsible for reviewing off-campus work arrangements no later than six (6) months following commencement.

Requests submitted in accordance with Fair Work Act 2009 (Cth)

(48) Where a request is made for an off-campus work arrangement in accordance with Section 65, Division 4 of the Fair Work Act 2009 (Cth), as referenced in the Flexible Work Arrangements Policy, the request shall be assessed in accordance with the requirements outlined in the legislation.

(49) When a request is submitted under these provisions, the University is required to provide a written response within ten (10) working days, stating whether the request has been approved and if not approved, detailing reasons for this decision.

(50) In the instance where a request made under this section of the Fair Work Act 2009 is not approved, the supervisor must ensure they consult with People and Culture prior to informing the employee of the decision.

a. The University may only refuse a request on reasonable business grounds. The process for declining an application is outlined in the Flexible Work Arrangement Policy and must be strictly adhered to.

Section 5 - Non-Compliance

(51) Non-compliance with Governance Documents is considered a breach of the Code of Conduct - Employees 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 2025 and the Code of Conduct – Students.

(52) Complaints may be raised in accordance with the Complaints and Grievance Policy and Procedure - Employees and Complaints Policy – Students.

(53) 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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Effective Date	11th March 2024
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Expiry Date	Not Applicable
Responsible Executive	Fiona Coulson Vice-Chancellor
Implementation Officer	Peta Preo Director People and Culture
Enquiries Contact	Peta Preo Director People and Culture People and Culture