Working From Home Policy

1. Purpose of Policy

1.1 Education Centre of Australia Pty Ltd (‘ECA’) acknowledges that working from home arrangements may be appropriate for certain positions and in certain circumstances.

1.2 It is important that working from home arrangements are consistent with the needs of ECA and do not adversely affect other workplace participants.

2. Commencement of Policy

2.1 This Policy will commence from 1/01/2014. It replaces all other Working from Home policies of ECA (whether written or not).

3. Application of the Policy

3.1 This Policy applies to employees, agents and contractors (including temporary contractors) of ECA, collectively referred to in this Policy as ‘workplace participants’.

3.2 This Policy does not form part of any workplace participant’s contract of employment. Nor does it form part of any other workplace participant’s contract for service.

4. Definitions

4.1 ‘Working from home’ is working away from a workplace participant’s ordinarily contracted place of employment.

4.2 ‘Home office’ is a designated space for a workplace participant to work while at home.

4.3 Working from home at ECA involves working part of the time away from the normal contracted place of employment. Only in exceptional circumstances will ECA permit a workplace participant to permanently work from home.

4.4 During the time any workplace participant is working from home, contact is to be maintained with ECA via electronic means, such as email, hand held communication device, fax, and telephone.

4.5 Each working from home arrangement is a cooperative arrangement between ECA and the workplace participant. ECA has the discretion to offer working from home to a workplace participant where it is appropriate in the circumstances.

4.6 Workplace participants may also apply to work from home and ECA will consider all applications. ECA however reserves the right to refuse an application where it is inappropriate in the circumstances.

5. Eligibility criteria

5.1 Not all workplace participants or all positions are suited to working from home arrangements. For this reason workplace participants will be offered working from home on the basis of their suitability.

5.2 Workplace participants who apply to work from home should be prepared to show their suitability.
5.3 The essential criteria for working from home includes (but is not limited to) the following:

(a) possession of computer literacy;

(b) the work is able to be performed off-site, for example:
   (i) data entry without the need for removal of ECA’s paper based records;
   (ii) engineering and design;
   (iii) research and development;
   (iv) drafting;
   (v) computer design and programming;
   (vi) sales;

(c) the presence of the skills, ability and knowledge to work autonomously; and

(d) an appropriate and safe workspace at home.

5.4 Working from home will generally not be considered suitable for the following types of positions:

(a) work that requires a high degree of supervision or monitoring;

(b) projects that involve a large amount of teamwork and daily face-to-face contact with other workplace participants;

(c) positions that carry responsibilities for training or supervising others; or

(d) positions where the workplace participant has little control over the flow of work.

Other factors relevant to eligibility

5.5 A workplace participant must be able to demonstrate that:

(a) efficiency will be maintained or increased as a result of the arrangement;

(b) the productivity of a workplace participant’s team or work group must not be adversely affected;

(c) the level of customer/client service will be maintained or increased;

(d) home commitments will not detract from the performance of the work.

6. Working from home part-time

6.1 Where a working from home arrangement is approved, it will in most cases be on a part-time basis. Part of the arrangement will involve a workplace participant and the relevant manager agreeing on the number of hours or days that the workplace participant can spend away from the office.

7. Working from home is not an entitlement

7.1 Workplace participants should be aware that working from home is not a formal workplace participant benefit or entitlement and that ECA maintains at all times the right to terminate a working from home arrangement.
8. Conditions of working from home

8.1 The following conditions apply to workplace participants who work from home:

(a) The workplace participant must provide work reports and attendance records as proof of work completed.

(b) The workplace participant is to be contactable during their agreed hours of work.

(c) ECA retains the right of access to the workplace participant at home.

8.2 Subject to prior agreement, on-site visits or inspections by officers of ECA may be made for work-related matters, such as supervision, collection and delivery of work, equipment maintenance, security or workplace health and safety assessment, and retrieval of equipment.

9. Particular requirements for working from home

Home office

9.1 Workplace participants must designate a space for working while you are at home. This space could be a particular room (for example, a study) or a particular area of a room. The home office should have a desk and sufficient space to perform work. Workplace participants should not work in any area of their home, other than the home office.

10. Workplace participants’ responsibilities in relation to workplace health and safety

10.1 Workplace participants are responsible for ensuring a safe working environment. They must maintain the home office, including all equipment and other relevant areas (including entrance, bathroom and kitchen) in a safe condition at all times. Workplace participants must allow a person, appointed by ECA, to have access to their home office and related areas from time to time to allow them to conduct safety inspections.

10.2 Workplace participants must take reasonable care for their own health and safety and the health and safety of other persons who enter their home during work hours. Workplace participants must notify ECA immediately if they become aware of any change in their working conditions or arrangement, or any risk to health and safety. Notification should be made in accordance with the ECA Workplace Health and Safety Policy.

11. Workplace health and safety inspection

11.1 A workplace health and safety inspection will be conducted for all working from home arrangements. As a condition of granting a workplace participant permission to work from home, they must allow a person, appointed by ECA, to conduct a safety inspection of the home office, plus any other areas that may be used while working, for example, the home entrance, bathroom and kitchen. The purpose of the safety inspection is to determine whether the workplace participant will be exposed to risk of injury while performing work at home. Unless the risk can be minimised or eradicated to the satisfaction of ECA, the arrangement will not be approved or will be discontinued.
12. Frequency of workplace health and safety inspections/checks

12.1 As set out above, a workplace health and safety inspection or check must be conducted before a workplace participant commences working from home. They will be provided with reasonable notice of the initial inspection.

12.2 Subsequent inspections or checks may be required from time to time. How often inspections occur will depend on how often a workplace participant works from home and their particular working from home arrangement. This may include random audits. Random audits will only be conducted during working hours.

13. Workplace health and safety check

13.1 Where it is not practical to conduct a workplace health and safety inspection for an occasional working from home arrangement, a workplace health and safety check must be conducted by the workplace participant. They will be provided with a workplace health and safety checklist which must be completed, signed and returned to the employer prior to commencing work from home.

14. Adjustments required to make a home office safe

14.1 Where the safety inspection or check reveals that adjustments are required to a workplace participant’s home for safety reasons, they must cooperate with ECA in making the adjustments. If adjustments are required, a workplace participant will not be permitted to work from home, until the required adjustments have been made.

14.2 Generally, a workplace participant will be responsible for making adjustments to their home office and related areas. ECA may reimburse at its own discretion, the workplace participant in part or in full for adjustments required to make their home safe in relation to compulsory working from home arrangements, where ECA considers this reasonable.

14.3 ECA will not finance any structural changes to a workplace participant’s home.

15. Accident or injury while working from home

15.1 If there is an accident or a workplace participant is injured while working from home, the accident or injury must be immediately reported to management. ECA may investigate the accident or injury. The workplace participant must allow a person, appointed by ECA, to access to their home for the purpose of conducting such investigation.

16. Equipment provided by ECA

16.1 ECA will provide the necessary equipment to allow the workplace participant to perform work from home. The equipment required will depend on the particular needs of the workplace participant, the equipment they currently have and their particular working from home arrangement.
16.2 Generally, for regular working from home arrangements, ECA will provide the following equipment:

(a) safety equipment, including a fire extinguisher and first aid kit;
(b) office furniture, including a desk, chair, lockable filing cabinet;
(c) PC (either desktop or laptop, depending on the job requirements) loaded with appropriate software;
(d) all-in-one fax machine, printer, copier and scanner; and
(e) office supplies such as paper, pens etc.

16.3 If the workplace participant believes additional equipment is required in order to effectively perform their work duties or for safety reasons, they must notify their manager in writing, who will consider the request.

16.4 Any equipment provided by ECA remains the property of ECA at all times. The workplace participant must use the equipment for legitimate business purposes only. They must not use ECA property for private use and must not misuse or damage ECA property. The workplace participant must return all equipment upon termination of the working from home arrangement with ECA.

17. **Responsibility for ECA property**

17.1 If any repairs are necessary to ECA furniture or equipment, the workplace participant must let their manager know as soon as possible. ECA is responsible for general ‘wear and tear’ of ECA property, however, if the workplace participant or another person at their home misuses or recklessly damages ECA property they agree to reimburse ECA for the reasonable cost of repair or replacement of the property.

17.2 In relation to any PC provided by ECA, the workplace participant must comply with any applicable ECA policies or procedures relating to internet, email and computer usage, including any social media policies. They must also comply with the terms of any licence or software as well as computer virus and protection requirements.

17.3 ECA is not responsible for any damage caused to the workplace participant’s personal or real property during the course of performing work at home.

18. **Costs of telephone calls**

18.1 In relation to telephone expenses for working from home arrangements, ECA may agree to pay the cost of installing a separate business telephone line. Alternatively, ECA will reimburse the workplace participant for any business telephone calls or faxes on their private telephone line. In order to claim reimbursement, the workplace participant must complete a reimbursement form and attach an itemised telephone bill with business transactions highlighted.
18.2 Where ECA pays for installation of a separate business telephone line at the workplace participant’s home, it must only be used for legitimate business purposes, not for private use. ECA will pay the costs of telephone expenses on the separate business telephone line. ECA may monitor use of the business telephone line to ensure it is not used for private purposes. As a condition of this arrangement, the workplace participant agrees to provide ECA with all the telephone bills for any separate business telephone line. The workplace participant further agrees that upon termination of the working from home arrangement, the termination of employment, or as otherwise required, they will do all things necessary to immediately cancel the separate telephone line.

19. Cost of postage and fax transmissions

19.1 ECA will reimburse the workplace participant for any postage and facsimile costs used for business purposes. In order to claim reimbursement, the workplace participant must keep a record of all business postage and facsimile transactions and complete a reimbursement form attaching itemised details of postage/faxes and tax invoices.

20. Cost of utilities

20.1 Workplace participants are required to pay their own home utilities such as electricity, water, gas, heating, air-conditioning, home maintenance, insurance etc.

20.2 ECA may pay a flat rate allowance for utilities where it considers it reasonable to do so. Where part days are worked from home, the workplace participant may be paid the utilities allowance on a pro-rata basis for the hours worked in accordance with their working from home arrangement.

21. Insurance of work property at home

21.1 Workplace participants must take out and maintain in force at all times, the following insurance policies:

   (a) occupier’s liability insurance, to a minimum amount of TBA; and
   (b) home contents insurance, to a minimum amount of TBA, which effectively covers ECA property.

21.2 The workplace participant must produce to ECA, whenever requested to do so, evidence of an acceptable occupier’s liability insurance policy and home contents insurance policy which includes loss, theft, or damage of ECA property.

22. Terms and conditions of engagement when working from home

22.1 A workplace participant’s terms and conditions of engagement remain the same when working from home. This includes hours of work, remuneration and, in the case of an employee, leave entitlements/accruals. A workplace participant is required to perform their work duties effectively and efficiently, as if they were working in the office. Contracting out or delegating work duties to others without the express written permission of the relevant manager is strictly prohibited.
23. The impact of working from home arrangement on training and development

23.1 Workplace participants working from home will be provided with the same formal training, development, promotion, and career development opportunities as other workplace participants. However, as a practical matter, working remotely may limit a workplace participant’s access to colleagues and resources which may assist with their development. Workplace participants are responsible for their own career advancement. Accordingly, it is a workplace participant’s responsibility to liaise with their manager about training, development, promotion and career development opportunities while working from home.

24. Children or other family members at home

24.1 If a workplace participant has children at home or other family members who require care or support while the workplace participant works from home, appropriate care for them must be arranged during working hours. Working from home is not a replacement for childcare or other care. If a family member requires a workplace participant’s care or support due to their illness or injury, then an appropriate form of leave, for example carers’ leave should be taken, rather than working from home.

24.2 In some circumstances it may be acceptable to work from home while a family member or a household member is present. For example, if a child is old enough to require minimal supervision. In these circumstances, a workplace participant must obtain prior written approval from the relevant manager.

25. Reporting to manager

25.1 Reporting is a critical part of any working from home arrangement. The relevant manager will, as far as possible, provide advice concerning the required reporting arrangements prior to commencement of the working from home arrangement. A workplace participant must report to the relevant manager what work has been completed while working from home and comply with any reporting requirements, for example providing written reports, compiling work sheets etc. If a workplace participant does not comply with reporting requirements, the working from home arrangement may be terminated.

26. Communication with staff

26.1 Workplace participants must inform other team members and manager of the hours/days the working from home arrangement applies and appropriate contact details. If a workplace participant is working from home regularly, they must maintain regular communication with their manager and work team while working from home. It is a workplace participant’s responsibility to ensure their work team can effectively communicate with them while working from home and that the workplace participant is available to discuss work matters if required.
27. **Requirement to attend the office on the days you work from home**

27.1 All workplace participants working from home may be required to attend work from time to time. Even when a workplace participant regularly works from home on designated days, they may be required to attend work on those days. In particular, workplace participants may be required to attend staff meetings, announcements, client functions, employee training, in case of emergencies or where other work commitments arise.

28. **When a working from home arrangement is terminated or ends**

28.1 If a workplace participant is not happy with the working from home arrangement for whatever reason, management should be informed as soon as possible.

28.2 The arrangement may be reviewed to address concerns or terminated where appropriate.

28.3 Working from home arrangements will be reviewed on a regular basis to ensure they are operating effectively, meet the requirements of the business and do not adversely affect other workplace participants.

28.4 If ECA does not want to continue the working from home arrangement for whatever reason, it may review or terminate the arrangement at any time. ECA does not require a workplace participant’s agreement to terminate a working from home arrangement. If ECA terminates a working from home arrangement, the workplace participant will be given at least 24 hours’ notice.

28.5 If a workplace participant working from home arrangement is terminated or ends for any reason (including at the end of a trial period) they must return all ECA equipment within 14 days. Further, the workplace participant must do all things necessary to immediately cancel the separate telephone line where applicable.

29. **Security of information and property**

29.1 As a remote user, a workplace participant will be provided with access to and use of ECA property, equipment and information, including the ECA network. By accepting and using remote access privileges, a workplace participant has a shared responsibility with ECA to protect ECA property, equipment and information against theft, unauthorised access and destruction.

29.2 Workplace participants must take all reasonable precautions to secure ECA property, equipment and information (both paper and electronic) within their home. This includes workplace participants taking all reasonable precautions to prevent unauthorised access and use of such property, equipment and information.

29.3 A workplace participant’s obligation to maintain confidentiality in relation to ECA information continues while working from home, and is the same as if working in the office. However, given the potential security issues, a workplace participant must take extra care to ensure confidential information is properly protected.
30. **Steps to secure ECA property, equipment and information**

30.1 Firstly, workplace participants must ensure they properly secure their home. Depending on the amount and nature of ECA information, equipment and property stored in your home, it may be necessary to install a security system in the home. Accordingly, if requested by ECA, a workplace participant must allow a person, appointed by ECA, to access their home and conduct a security assessment. If possible, the home office should also be lockable. For example, a workplace participant may be required to install a separate lock on the home office door.

30.2 Secondly, a workplace participant must secure all ECA documents and portable equipment in a lockable filing cabinet and secure the key. A workplace participant must not provide the key to unauthorised persons, including family or household members.

30.3 Finally, a workplace participant must ensure appropriate security systems are in place on their PC (such as passwords) in accordance with ECA’s requirements. Workplace participants must not disclose their password to any person, including family or household members.

31. **Breach of working from home policy**

31.1 When working from home, a workplace participant must comply with the terms and conditions contained in this Policy. Workplace participants will be required to enter into a formal working from home agreement with ECA, recording the specifics of the working from home arrangement.

31.2 In the case of employees of ECA who are found to have breached this Policy, they may be subjected to disciplinary action in accordance with relevant ECA policies. The type and severity of the disciplinary action will depend upon the circumstances of the case and the seriousness of the breach. In serious cases, this may include termination of employment.

31.3 In the case of contractors or agents of ECA who are found to have breached this Policy may have their contracts with ECA terminated or not renewed.

**Variations**

*ECA reserves the right to vary, replace or terminate this policy from time to time.*

**Policy version and revision information**

Policy Authorised by: David Tulloh  
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Title: Operations Director

Policy Maintained by: David Tulloh  
Current version: 1

Title: Operations Director

Review date: 1/01/2015
Workplace participant acknowledgement

I acknowledge:

- receiving the ECA Policy;
- that I will comply with the Policy; and
- that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.

Your name: __________________________________________

Signed: __________________________________________

Date: __________________________________________