

Telecommuting

Guidelines

and

Agreement



Achieving work-life balance

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Telecommuting guidelines

The purpose of the *Telecommuting Guidelines* is to provide advice for managers/principals and employees on developing and implementing Telecommuting as a flexible work arrangement.

Telecommuting means the performance of part of the employee's work at a remote workplace during designated work hours on a regular basis, using electronic communication.

The *Telecommuting Guidelines* have been developed to assist managers /principals and employees when developing a telecommuting arrangement. An accompanying Telecommuting Agreement has been developed to ensure employment, safety and legal obligations are met.

The Guidelines form part of the Department of Education & Training's *Flexible Work Options Kit* and should be read in conjunction with this Kit.

The *Flexible Work Options Kit* consists of:

- *Flexible Work Guidelines*
- *Flexible Work Managers' Guide*
- *Flexible Work Staff Guide*
- *Telecommuting Guidelines and Agreement*

The Kit is available online from the Department of Education & Training's Human Resources Website, [HRWeb](#).



Telecommuting arrangements

In the Department of Education & Training telecommuting is the regular performance of work-related tasks from a remote workplace.

It is important to ensure that managers, principals, and employees are aware that such arrangements:

- can only be undertaken with mutual agreement between the manager/principal and the employee
- are not a substitute for child care or other family 'carer' arrangements
- require in all circumstances, a specific, limited access area of the home to be designated as the work area/office
- must be documented in accordance with these Guidelines. This includes the completion of the Telecommuting Agreement included in these Guidelines. This Agreement must be signed by the manager/principal and the employee placed in the employee's personal file. The employee should retain a copy of the signed agreement.

Tasks Suited to Telecommuting

Research suggests that maintaining face-to-face communication with colleagues, managers and clients is essential to the success of telecommuting arrangements. As a general guide, it is recommended that employees spend a minimum of 50 per cent of their working time in the primary workplace.

Tasks suitably undertaken in a telecommuting arrangement are generally discrete pieces of work which can be worked on by one person. Examples include project work, policy analysis, research, report writing, data analysis, planning or scheduling and computer-based tasks. This list is not exhaustive and does not preclude other tasks that managers/principals consider suitable for a telecommuting arrangement.

Tasks that require face-to-face interaction, direct supervision and regular access to files or other resources located in the primary workplace would generally be considered unsuitable.

Employees Suited to Telecommuting

Generally employees who are able to efficiently manage their own time and work, resolve problems independently and are satisfied with completing tasks on their own with minimal supervision are likely to be successful in a telecommuting arrangement.



Legal requirements

Occupational Health and Safety

Managers/principals and employees have obligations under the *Occupational Health and Safety Act 1985* with respect to the workplace. Managers/principals must ensure that employees have a safe and healthy workplace in which to work. Employees are obligated to take reasonable care of their own health and safety and the health and safety of others who may be affected by their acts and omissions.

Consequently, it is a requirement that the manager/principal ensures that the proposed remote workplace is a safe and healthy environment in which to work, and that employees are provided with instructions, information or training so that they can perform their work efficiently, effectively, safely and without risk to their health. It may be necessary for the manager/principal to arrange for a safety inspection where safety concerns have been raised regarding the remote office. Advice regarding safety inspections can be obtained from the Department's Employee Health Unit or by contacting the Department's Occupational Health and Safety Consultants Noel Arnold and Associates.

An employee is expected to cooperate with his/her employer in respect to ensuring the requirements of the *Occupational Health and Safety Act 1985* and its regulations are met. As a minimum, employees must complete the 'Hazards Identification Checklist' provided in *Officewise – A guide to Health and Safety in the Office*, available from the [Victorian WorkCover Authority](#). A copy of this checklist should be attached to the Telecommuting Agreement. Employees must provide their employer with access to their remote workplace at pre-arranged times for the purposes of conducting safety inspections if required and repairing and maintaining equipment. In addition, the employee may be required to attend appropriate Occupational Health and Safety training programs.

The following provisions must be met in any telecommuting arrangement:

- tasks performed must be relevant to the employee's role and must not include work associated with potential health and safety risk
- safe access and egress to the remote workplace must be available

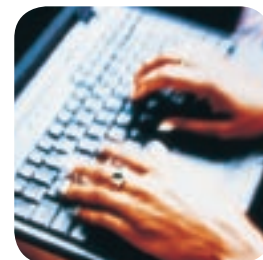
- there must be no evidence of risk from fire, chemical or other environmental hazards in or near the remote workplace
- the remote workplace must be safe, healthy and free of risks to the employee.

In the event of any concerns raised in relation to the above provisions, further assistance should be sought from the Department of Education & Training's Employee Health Unit and/or the Department's Occupational Health and Safety Consultants Noel Arnold and Associates, prior to proceeding or continuing with the proposed arrangements. Necessary improvements or modifications to the remote workplace will be the responsibility of the employee.

School or Work Unit Equipment

Details of all school or work unit equipment that will be located in the remote workplace must be included in the Telecommuting Agreement.

Where changes are made to the school or work unit equipment located in the remote workplace, the principal/manager and the employee must ensure that the Telecommuting Agreement is amended to reflect these changes.



Insurance and Indemnity

If an employee suffers an injury whilst telecommuting and where the employee's employment is a significant contributing factor to the injury within the meaning of the *Accident Compensation Act*, WorkCover benefits will be payable in accordance with that Act.

Standard procedures for reporting any injuries, and lodging claims for compensation will apply and are documented in the *WorkCover Claims Management Kit* available on the Department of Education & Training's Human Resources Website, [HRWeb](#) and The Department of Education *Occupational Health and Safety Policy for Treasury Precinct* available on [DE&T@work](#). For further information contact the Department of Education & Training's Employee Health Unit.

In some instances travel between the designated workplaces will be considered work time and consequently has WorkCover implications. To lessen the risk to employees travelling between worksites, trips should be minimised. Work-related travel requirements should be documented in the telecommuting agreement.

In the event that an employee is held liable for injury arising from telecommuting and such liability is directly related to the employee's employment in accordance with and subject to limitations contained in the *Public Sector Management and Employment Act 1998* and Regulations and any Departmental policies and work practices, the Department will indemnify the employee for that liability.



To minimise the Department of Education & Training's exposure to public liability claims from people injured by Department-owned equipment or in a Department workplace, it is necessary to define an area in the remote workplace as a remote office and to limit access to this area and

to Department of Education & Training equipment contained therein. This includes excluding children and other persons from the remote office during working hours and restricting use of Department of Education & Training equipment to work-related tasks only.

As public liability provisions of household insurance vary, employees are advised to check their personal home and contents insurance to determine public liability coverage and whether working from home invalidates their policy. **Employees must not allow clients or members of the general public to attend the remote workplace during designated work hours. Work-related meetings must not be held at the remote workplace.**

School or work unit equipment located in the remote workplace is covered for loss or damage by the Department's insurance schemes on the understanding that 'reasonable care' is taken by the employee and that the loss or damage was caused by:

- fire or explosion
- burglary (through forced entry)
- storm and tempest
- lightning and thunderbolt
- vandalism
- electric power surge
- action of insects or vermin in plague proportions
- any other disasters

In this context 'reasonable care' is defined as a responsible approach to security by individuals including appropriate storage arrangements for equipment and the physical security of the location.

Loss or damage to equipment will not be covered if there are no signs of forced entry or the damage does not fall within operational guidelines of the Department's insurance schemes.

For further information refer to *School Equipment Insurance Scheme Policy and Guidelines*, Department of Education & Training 2004 (available on Edulibrary)

Developing a proposal

Managers/principals and employees are encouraged to familiarise themselves with the Flexible Work Options Kit when developing and assessing a telecommuting proposal.

Employees need to consider both their own needs and those of the workplace. A self-assessment exercise and flexible work decision-making format are available in the Flexible Work Staff Guide (Available on the Department of Education & Training's Human Resource Website, [HRWeb](#)) to assist employees develop a proposal for discussion with their manager/principal.

Managers/principals will need to assess telecommuting proposals against workplace requirements. The *Flexible Work Managers' Guide* is provided to assist principals and managers respond to requests.

Managers/principals and employees should carefully consider both the costs and benefits of any telecommuting proposal. Arrangements should be cost neutral for the Department/school with any costs outweighed by resulting benefits.

Costs can include the provision of equipment, changes that may need to be made to the remote place to meet Occupational Health and Safety requirements and utilities including phone calls, faxes etc.

Benefits for the work unit/school can include:

- retention of valuable employees and skills
- minimising costs associated with recruiting and training new employees
- greater flexibility in work schedules
- increased efficiency and productivity arising from concentrated and uninterrupted work time
- greater use of available technology.

Benefits for employees can include:

- increased flexibility with carer responsibilities and other personal life commitments
- reduced travelling time and costs associated with commuting
- increased motivation and job satisfaction.

The manager/principal and employee should discuss the proposal to ensure that the needs of both the employer and the employee are considered, including ensuring all options, issues and impacts arising from the telecommuting arrangement are identified and assessed.

Managers/principals will not be able to agree to all requests; however, all proposals should be evaluated with the involvement of the applicant. Feedback should be provided for both successful and unsuccessful proposals.

Other options may be developed including a recommendation that the proposal be resubmitted at a future time.



Telecommuting agreement

To confirm mutual understanding of the arrangements, ensure compliance with Occupational Health and Safety regulations and clarify legal liability responsibilities, telecommuting arrangements must be documented using the Department of Education & Training's Telecommuting Agreement included in these Guidelines. The Agreement is a record of the terms

and conditions of employment and defines the responsibilities and obligations of both parties.



The Agreement addresses the following areas.

- Variation to terms of employment
- Work Arrangements
- Communication
- Security
- Occupational health and Safety
- Child/dependant care
- Access to the remote workplace
- Insurance and indemnity
- Email/internet policy
- Equipment and supplies
- Reimbursement of expenses
- Performance Management and Review
- Termination of the telecommuting agreement

Evaluation

Trial Period

Following the development of agreed telecommuting arrangements, a trial period of three months is required to assess the effectiveness of the arrangements and to provide an opportunity for fine tuning.

The telecommuting arrangements should be reviewed at least two weeks prior to the end date of the trial period in order to confirm the success or otherwise of the arrangements, confirm the continuation of the arrangements and to identify any changes to arrangements that may be required.



The principal/manager may terminate the Agreement at any time during the trial period, providing at least two weeks' notice is given in writing, if an employee's performance is unsatisfactory or the needs of the school/work unit have changed or not been met.

Established Telecommuting Arrangements

Once established, telecommuting arrangements should be evaluated annually against key individual performance criteria and workplace goals. This can be a simple process including feedback from both employees and managers directly involved in the telecommuting arrangements.

Some key indicators to consider are:

- work completed
- achievement of objectives
- hours worked and individual productivity
- client satisfaction
- employee wellbeing and morale
- absenteeism

The principal/manager may terminate the telecommuting arrangement at any time, providing at least four weeks' notice is given in writing if an employee's performance is unsatisfactory or the needs of the school/work unit have changed or not been met.

Checklist of responsibilities

Responsibilities of Managers/ Principals

- Assess applications within reasonable timelines, i.e. within four weeks or in accordance with school/ work unit policy.
- If a proposal is unsuccessful, advise the employee of the reasons and discuss alternatives.
- Ensure that the proposed remote workplace meets Occupational Health and Safety requirements.
- Ensure the Telecommuting Agreement has been prepared, agreed to, dated and signed by the employee and the manager/principal.
- Ensure the Agreement is placed in the employee's personal file and retained in the workplace, and a copy provided to the employee.
- Establish a trial period for the telecommuting arrangement.
- Establish reasonable and realistic performance indicators based on outputs.
- Set up appropriate communication and consultation procedures.
- Ensure that the employee is provided with relevant information regarding health, safety and wellbeing.
- Ensure that the employee is kept up to date with workplace information and developments.
- Regularly review the telecommuting arrangements and provide opportunities for the employee and his/her colleagues to express their views or concerns.
- Ensure that the employee engaged in telecommuting has equal access to professional and career development opportunities.

Responsibilities of Employees

- Comply with the conditions agreed to in the Telecommuting Agreement, including work schedules and start and finish times.
- Clearly delineate work and domestic commitments.
- Ensure that work time precludes availability for carer or home-based responsibilities.
- Ensure security and confidentiality of work undertaken at home.
- Maintain appropriate communication links with the primary office.
- Maintain professional standards.
- Take reasonable care of personal health and safety when working at home, consistent with the *Occupational Health and Safety Act 1985*.
- Ensure compliance with relevant Acts and workplace policies and regulations.
- Keep up to date on developments and information relevant to the workplace.
- Advise the employer of any changes to private address or telephone number.



Further information

References

Flexible Work Options Kit, Department of Education 2005

- *Flexible Work Guidelines*
- *Flexible Work Managers' Guide*
- *Flexible Work Staff Guide*

HRWeb

School Equipment Insurance Scheme Policy and Guidelines, Department of Education & Training, 2004 (available on Edulibrary)

Officewise – A guide to Health and Safety in the Office, Victorian WorkCover Authority, 1997 (available from the Victorian WorkCover Authority (03) 9641 1444, 1800 136089)

Contacts

Equity and Diversity Unit – Employee Relations	(03) 9637 2457
Occupational Health and Safety Unit	(03) 9637 2395
WorkCover Performance Unit	(03) 9637 2386
Purchasing and Insurance and Risk Management Unit	(03) 9637 2949
Noel Arnold and Associates (OH&S consultants to the Department)	(03) 9890 8811
<u>Victorian WorkCover Authority</u>	(03) 9641 1444 1800 136089

Appendix

Telecommuting Agreement

BETWEEN

State of Victoria – Department of Education & Training
of 2 Treasury Place, Melbourne,

(Department)

AND

[insert employee's name]

of [insert address]

(Employee)

PREAMBLE

1. The Department and the Employee have agreed to vary the terms of the Employee's employment so that the Employee can telecommute from a remote workplace.
2. The parties agree that the Employee will partly work from home on the terms set out in this Agreement.
3. This Agreement is to be read in conjunction with the Department of Education & Training Flexible Work Options Kit and Telecommuting Guidelines.

IT IS AGREED THAT:-

1. Definitions

In this Agreement:

Agreement means this Telecommuting Agreement and includes the Schedule.

Department means the State of Victoria – Department of Education & Training.

Designated Work Area means the area or areas in the Remote Workplace where the Employee works during the Designated Work Hours, as set out in the Schedule.

Designated Work Hours means the days and hours during which the Employee works at the Remote Workplace, as set out in the Schedule.

Employer means the State of Victoria – Department of Education & Training.

Primary Workplace means the Employee's usual workplace, as set out in the Schedule.

Remote Workplace means the location at which the Employee works during the Designated Work Hours, as set out in the Schedule.

Schedule means the Schedule to this Agreement.

Supervisor means the manager/principal, or their delegate, to whom the Employee reports.

Telecommuting means performing part of the Employee's work at the Remote Workplace during the Designated Work Hours on a regular basis, using electronic communication. Telecommute has a corresponding meaning.

2. Variation to terms of employment

- 2.1 The Department and the Employee agree to vary the Employee's terms and conditions of employment as set out in this Agreement.
- 2.2 The parties acknowledge that the Employee's terms and conditions of employment continue to be governed by the Employee's contract of employment as well as all other applicable legislation, regulations, ministerial orders, awards, agreements and any instructions or policies issued by the Department from time to time, including the Code of Conduct for the Victorian Public Sector.
- 2.3 The parties expressly acknowledge that normal workplace procedures, including for notification of absences and applications for leave, continue to apply.
- 2.4 The Employee warrants that he/she has read the Department of Education & Training Flexible Work Policy and Telecommuting Guidelines, which can be accessed on www.eduweb.vic.gov.au/hrweb/diversity/balance.htm, and agrees to abide by the obligations, responsibilities and conditions set out in those documents and in this Agreement.
- 2.5 The Employee warrants that the information provided in the Schedule is accurate and agrees that, if any of the information changes, the Employer will promptly inform the Supervisor.

3. Commencement & Review of agreement

- 3.1 This Agreement commences on the commencement date set out in the Schedule.
- 3.2 There will be an annual review of the agreement. The first review will occur in 12 months of the commencement date.

4. Trial period

- 4.1 This Agreement will operate on a trial basis for three months after the commencement date specified in the Schedule (trial period).
- 4.2 At any time during the trial period, the Department or the Employee may terminate the Agreement by giving the other party two weeks' notice in writing.
- 4.3 The Agreement will be reviewed by the parties two weeks' prior to the completion of the trial period to determine whether the Agreement will continue to operate beyond the trial period. The review will take place at the Primary Workplace between the Employee and the Supervisor.

5. Work arrangements

- 5.1 The Employee will work at the Primary Workplace on the days and for the hours of work set out in the Schedule.
- 5.2 The Employee will work at the Remote Workplace during the Designated Work Hours. Any variations to the Agreement must be agreed by the Supervisor and the Employee and recorded accordingly.
- 5.3 Any overtime or time worked in excess of the Designated Work Hours at the Remote Workplace requires the prior approval of the Supervisor. All of the obligations in this Agreement that apply during the Designated Work Hours also apply during any additional hours worked at the Remote Workplace.

- 5.4 The Employee will make available the Designated Work Area within the Remote Workplace for the performance of the Employee's work during the Designated Work Hours.
- 5.5 The Employee must not allow household members, visitors or members of the public to attend the Designated Work Area during the Designated Work Hours. Work-related meetings are not to be held at the Remote Workplace.

6. Communication

- 6.1 The Employee and the Supervisor agree to regularly communicate while this Agreement is in operation.
- 6.2 The Employee agrees to be contactable during the Designated Work Hours via the telephone number and email address set out in the Schedule.
- 6.3 The Employee agrees to attend face-to-face meetings at the Primary Workplace as required by the Supervisor. Reasonable prior notification of the time and date of such meetings will be given to the Employee. While the Department will reasonably endeavour to conduct such meetings at the times and on the days when the Employee works at the Primary Workplace, the Employee acknowledges this will not always be possible.
- 6.4 The Employee and Supervisor must agree on a work plan setting out work performed at the Remote Workplace during the Designated Work Hours.
- 6.5 The Employee will be provided with the same or equivalent information regarding work matters, professional development and training opportunities as employees working solely in the Primary Workplace.

7. Security

- 7.1 The Employee agrees to securely store all documents, information, equipment and systems held by the Employee at the Remote Workplace in connection with the performance of work under this Agreement, including by:
 - 7.1.1 installing and updating anti-virus computer protection software provided by the Department on a regular basis;
 - 7.1.2 electronically backing-up all computer data on a regular basis;
 - 7.1.3 using security access codes for access to computer files kept on behalf of the Department and not disclosing those access codes to any other person with access to the Designated Work Area unless the person is employed or engaged by the Department;
 - 7.1.4 not permitting household members or third parties to access work materials stored in the Designated Work Area;
 - 7.1.5 all confidential material must be secured.
 - 7.1.6 ensuring the Designated Work Area is secure.
- 7.2 The Employee must not misuse or take improper advantage of any confidential information of the Department while working at the Remote Workplace and must comply with the Code of Conduct for the Victorian Public Sector.

8. Occupational health and safety

- 8.1 The Employee agrees to take all reasonable steps to:
- 8.1.1 ensure the Remote Workplace is a safe work environment and does not expose any person, including household members and visitors to the premises, to a risk to their health or safety either during or outside the Designated Work Hours, which includes by the Employees complying with the Officewise Hazard Identification Checklist (a completed checklist is to be appended to this Agreement) issued by the Victorian WorkCover Authority and ensuring that:
 - 8.1.1.1 hazards in the Designated Work Area are eliminated or minimised to the extent reasonably possible including at access routes to and exits from the Designated Work Area;
 - 8.1.1.2 work carried out by the Employee in the Remote Workplace does not expose the Employee or a third party to a risk to their health or safety;
 - 8.1.1.3 except where permitted by this Agreement, access by third parties to the Designated Work Area during Designated Work Hours is blocked completely or, if this is not possible, limited as far as possible and only occurs while the Employee is present in the Designated Work Area;
 - 8.1.1.4 established ergonomic standards are followed in the Designated Work Area;
 - 8.1.1.5 the air quality and lighting in the Designated Work Area are suitable for the purpose of performing work under this Agreement;
 - 8.1.1.6 all electrical wiring in the Remote Workplace has been checked and found suitable to power the equipment used in the Designated Work Area and is regularly maintained in a safe condition; and
 - 8.1.1.7 all fire hazards in the Remote Workplace have been assessed by the Employee and, as far as possible, eliminated;
 - 8.1.2 to cooperate with the Department in ensuring that the requirements of the Occupational Health and Safety Act 1985, its regulations and the Department's policies and procedures dealing with health and safety are met, which includes by the Employee:
 - 8.1.2.1 implementing any improvements or modifications to the Remote Workplace required or recommended by a safety audit conducted at the Remote Workplace or by any person involved in the maintenance or repair of equipment used by the Employee in the Remote Workplace;
 - 8.1.2.2 complying with any requirements or recommendations made by the safety auditor or the Department following a safety audit for how work is to be performed in the Remote Workplace; and
 - 8.1.2.3 complying with all safety procedures implemented by the Department.
- 8.2 The Employee agrees from time to time to provide the Department with access to the Remote Workplace at prearranged times for the purpose of a representative or contractor of the Department to conduct safety audits or to repair or maintain equipment used by the Employee in the Remote Workplace in the performance of work under this Agreement.

- 8.3 If the Employee makes a WorkCover claim, or there is a reportable safety incident at the Remote Workplace, the Employee must provide the Victorian WorkCover Authority and the Department with access to the Remote Workplace in connection with their investigation of the incident or cause of the claim and the taking of any corrective action.
- 8.4 The Department will provide the Employee with first aid provisions for use in the Remote Workplace.
- 8.5 The Employee undertakes to notify the Department as soon as possible of any non compliance or difficulty achieving compliance with clause 8.1.

9. Child/dependant care

The Employee agrees to ensure that responsibility to care for children or other family or household members will not compete with the Employee's work requirements during the Designated Work Hours. The Employee agrees not to be responsible to fulfil caring responsibilities during the Designated Work Hours, during which time the Employee is required to work exclusively for the Department.

10. Access to remote workplace

- 10.1 If the Employee is unable to work, the Employee agrees to provide the Department with access to the Remote Workplace to retrieve any work-related documents or property of the Department in the possession of the Employee necessary to enable work to continue for the duration of the Employee's absence.
- 10.2 If the Department requires access to the Remote Workplace, the Supervisor and the Employee will agree on a time for the access to the Remote Workplace.

11. Insurance and indemnity

- 11.1 Any injury sustained by the Employee in the Designated Work Area during the Designated Work Hours or any additional hours of work agreed under clause 5.3 of this Agreement which is a compensable injury under the Accident Compensation Act 1985 will be covered by the Department's WorkCover insurance policy. The Employee must comply with the Department's policies and procedures for notifying and managing a compensable injury. The electronic version of the WorkCover Management Kit is available through the WorkCover Management Guide folder on EduLibrary (at Schools/Manuals, Handbook, Guides and Planning Tools/WorkCover Management Guide).
- 11.2 The equipment provided by the Department to the Employee for use in the Remote Workplace as specified in the Schedule will be insured by the Department under its assets insurance policy.

12. Email/internet policy

The Employee agrees to adhere to the Department's Acceptable Use Policy for Internet, email and other electronic communications while working at the Remote Workplace. The policy can be accessed on www.det.vic.gov.au/det/resources/acceptable-use.htm

13. Equipment and supplies

- 13.1 The Employee will obtain the necessary supplies (such as stationery) for the Employee's work at the Remote Workplace from the Primary Workplace. Reimbursement of expenses for supplies obtained elsewhere will not be provided by the Department unless the purchase was approved in advance by the Supervisor.
- 13.2 The Department will provide to the Employee and maintain the equipment set out in the Schedule. The Employee will be trained on the proper use of this equipment. Equipment provided by the Department is to be used solely for the purpose of performing work under this Agreement, unless otherwise agreed by the Supervisor in advance.
- 13.3 The Employee agrees to take reasonable care of the Department's equipment used in the Remote Workplace.
- 13.4 Upon the termination of this Agreement the Employee must, at the Employee's own cost, arrange for return to the Primary Workplace of the Department's equipment listed in the Schedule and any other property, documents or work materials.

14. Reimbursement of expenses

- 14.1 Expenses for work telephone calls made by the Employee from the Employee's home telephone will be reimbursed by the Department at the current call rate. The Employee must keep a log of work telephone calls and, on a regular basis, submit a claim for reimbursement in accordance with the Department's usual procedures for reimbursing expenses. The Employee must provide a copy of the telephone account and the log of work calls when the claim is submitted.
- 14.2 The Employee will pay for all other costs associated with working at the Remote Workplace including heating, lighting and power.
- 14.3 The Employee will pay for all transport and other costs associated with the Employee's attendance at the Primary Workplace, including meetings held at the Primary Workplace.

15. Performance management and review

- 15.1 Normal Department policy and procedures for performance management and review will continue to apply to the Employee.
- 15.2 The work carried out by the Employee in the Remote Workplace will be taken into account in any performance review. Development of the Employee's performance plan will take into account any specific issues that might impact on the Employee's work performance at the Remote Workplace.
- 15.3 The Supervisor will provide the Employee with regular feedback on the Employee's performance under this Agreement.

16. Termination of telecommuting agreement

- 16.1 The Employee or the Employer may terminate the Agreement by giving the other party four weeks' notice in writing.
- 16.2 The Department may immediately terminate this Agreement without notice if the Employee:
 - 16.2.1 breaches the terms of this Agreement, including by:

16.2.1.1 refusing a safety auditor access to the Remote Workplace for the purpose of conducting a safety audit;

16.2.1.2 failing to comply with the safety requirements arising out of a safety audit;

16.2.1.3 spending time caring for dependants during the Designated Work Hours; or

16.2.2 engages in any action warranting immediate termination of employment.

16.3 Where this Agreement is terminated, unless the Employee's employment is also terminated with immediate effect, the Employee must perform all of their work for the Department at the Primary Workplace or as reasonably directed by the Department.

EXECUTED by the parties

SIGNED by _____ [name of Employee] _____ [signature]

[witness]

in the presence of: _____ [name of Supervisor] _____ [signature]

[witness]

Schedule

1. Commencement Date

2. First Review Date

[12 months after the commencement date and annually thereafter]

3. Primary Workplace

[specify address]

Primary Workplace Telephone No.

Days and hours of work at Primary Workplace

4. Remote Workplace

[specify address]

Designated Work Area

[specify room/s]

Designated Work Hours

[specify days and hours]

Remote Workplace Telephone No.

Employee's Mobile Telephone No.

Employee's Email Address

