This is an agreement between **Charles Sturt University**, a university incorporated in New South Wales under the *Charles Sturt University Act 1989* (NSW) of Panorama Avenue, Bathurst, NSW 2795 (**University**) and the **Employee** named below with respect to remote work arrangements (**Agreement**) which is supported by the **Remote Work Policy**.

# Remote Work Agreement

To be completed by the Employee and Supervisor

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| **Employee Details** | |
| Surname name: | First name: |
| Position title: | Employee number: |
| School/Section: | Faculty/Division: |
| Campus Location (as per offer of employment): | |
| Phone Contact:       University email: | |

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| **REASON FOR APPLICATION** |
| I am applying under the following category:  COVID-19 related       Non-COVID-19 request |

**Select the relevant Agreement you are applying for:**

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| **Working REMOTELY in a campus location** | |
| Request to work from a remote worksite where a Charles Sturt University Campus **is** located e.g. Albury-Wodonga, Wagga Wagga, Bathurst, Orange, Dubbo, Canberra, Goulburn, Port Macquarie, Manly, Parramatta.  Yes: | |
| **working REMOTELY not in a campus location** | |
| Do your conditions of employment require you to work in a non-Campus location?  Yes:       No: | |
| Are you requesting to work from a site where a Charles Sturt University Campus **is not** located?  Yes:       No:  *(Travel expenses will only be payable from the Campus location stated in your offer of employment)* | |
| **Supervisor Details** | | |
| Name: | Position: | |

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| **REMOTE Worksite details** | | | |
| Address: | | | |
| State:       Post Code: | | | Telephone: |
| Designated work area at the home/site (ie, room, floor/level): | | | |
| **Work to be undertaken remotely:**  The Employee will undertake the following work at the Remote Worksite:  *Insert*  *Refer to the Remote Work Policy for types of work that are regarded as unlikely to be suitable for Remote Work*  The Employee commits to carrying out all duties from the Remote Worksite in a seamless fashion, including a <full-time/part-time (%)> teaching load, supervision of PhD students, undertaking appropriate research and contributing to the administration of the School as appropriate. | | | |
| **Days and Hours to be Worked REMOTELY** | | | |
| Please check the appropriate boxes and enter the approximate hours to be worked remotely. | | | |
|  | Monday  Tuesday  Wednesday  Thursday  Friday |  | |
| **Performance Monitoring and Assessment** | | | |
| The Employee’s performance will be monitored and assessed in the following manner:  *Note – options below*   * fortnightly/monthly/quarterly meetings/teleconferences with the Supervisor. * The University’s Common Teaching Standards ... * The Employee’s research plan ... * The milestones established for the XX project ... | | | |
| **COMMUNICATION METHODS** | | | |
| *Note – options below*  An online presence, the use of a shared diary of activities, attendance at meetings by teleconference and/or videoconference, and a regular pattern of attendance at Base Campus as negotiated by the Supervisor.  The Employee will attend regular meetings (in person, via teleconference, skype) ....  The Employee may also be required to attend meetings or events in person.  The Employee’s supervisory responsibilities will be managed through .... | | | |
| **AGREEMENT DATES** | | | |
| **START DATE:**      /     /  **END DATE:**      /     /  (Maximum two years) | | | |

**GENERAL CONDITIONS**

1. **Term and Termination of Remote Work Agreement**

This Agreement commences on the Agreement Start Date and ends on the Agreement End Date unless terminated earlier (without any liability accruing to the University):

1. by the Employee or the University with two (2) weeks’ notice;
2. by the University at any time if it determines in its reasonable opinion that:
   1. the terms and conditions of the Agreement and/or the purpose or objectives of the Remote Work Policy are not being met; or
   2. that there are adverse effects on student, colleagues, clients or stakeholders as a result of the Employee working remotely pursuant to this Agreement;
3. in the event of a change of address of the remote worksite;
4. immediately if the Employee’s Position changes; or
5. for any other reason specified in this Agreement.
6. **Review of Remote Work arrangements and the Employee’s Performance**

This Agreement, the Communications Methods and the Employee’s performance may be reviewed at any time by the University, including during the probationary and employee development and review processes (as applicable). To facilitate such reviews:

1. The Employee will cooperate with the Supervisor at all times to allow for effective Performance Monitoring and Assessment and review of Remote Work arrangements.
2. The Employee will cooperate with the Supervisor in establishing agreed procedure, appropriate to the Remote Work, by which the performance of the Employee at the Remote Office can be monitored. Any such procedure will form part of this Agreement.
3. Remote Work arrangements will be subject to formal review by the Supervisor and will be monitored on at least a six (6) monthly basis.
4. **Conditions of employment and variations to this Agreement**
5. The terms and conditions of the employment between the University and the Employee that apply at the Employee's Base Campus also apply at the Remote Office. In particular the following will not be altered by this Agreement:
6. any applicable legislation, awards or agreements; and
7. level of position and related remuneration.

(b) Remote Work arrangements are voluntary and consensual. The University will consult with the Employee prior to any changes, but may vary this Agreement and the Remote Work arrangements at any time by notice in writing to the Employee. If the Employee is not satisfied with changes notified by the University they may terminate the Agreement immediately by notice.

1. **Compliance with University policies and procedure**
2. The Employee agrees to the conditions set out in the Remote Work Policy as in force from time to time.
3. The Employee must comply with University policies and procedure at all times during remote working arrangements.
4. Confidential, corporate, private and other restricted access materials must not be compromised in any way and the Employee will take all precautions necessary to secure such materials.
5. **Work Health and Safety**
6. The Employee agrees and acknowledges that they have read and will comply with the University’s *Work Health and Safety Policy* and agrees to cooperate with the University in all measures to ensure that the Remote Office conforms to acceptable work health and safety standards.
7. The Employee furtheragrees andunderstands that:
   1. the description of the nature of their Remote Work and their responses to the attached Working Safely from Home Guide have been taken into account by the University when assessing the suitability of their remote work arrangements and any risk to health and safety of those arrangements; and
   2. the Employee is responsible for identifying any work health and safety requirements related to their remote office and equipment, and must cooperate with the University in ensuring that all work health and safety obligations are met.
8. The Employee agrees to complete and submit the Self-Assessment Checklist for the Home Office contained in the Working Safely from Home Guide to their Supervisor for consideration annually.
9. The Employee undertakes to notify the University immediately:
10. if, at any time, the location of their Remote Office changes, or if any health and safety issues arise with respect to their remote office and/or equipment, so that a further assessment may be undertaken to ensure that the new arrangements satisfy applicable work health and safety standards; or

(ii) of any work related accident, injury, illness or disease arising out of Remote Work and complete a Charles Sturt incident report.

1. If it is determined that modifications to their remote office and/or equipment are required in order to satisfy work health and safety requirements the University may, at its discretion, opt to terminate the Employee’s approval to work remotely.
2. The Employee agrees that the University is not responsible for any liability to any third party who is not an Employee of the University in connection with the Remote Office or the remote work environment.
3. **Access, security and insurance**

The employee agrees that:

* all equipment required for remote work is the staff member's responsibility.
* they must gain approval from their supervisor/manager to use University equipment at the remote worksite.
* they must have a suitable broadband connection at the remote worksite.
* the University assumes no responsibility for the staff member's personal equipment and property at the remote worksite.
* equipment owned or leased by the University will remain the property of the University and will be maintained and used for the sole purpose of the remote work by the staff member only.
* all equipment owned, leased and managed by the University must be promptly returned to the University in good condition, fair wear and tear excepted, at the expiry of this Agreement or termination of employment.
* they must take all reasonable precautions necessary to secure University equipment and maintain the confidentiality of University information.

1. **Child / Dependent care and other interests**

The employee agrees to ensure that responsibility to care for children or other family or household members or engaging in any other non-work-related interests will not compete with the employee’s work requirements during the designated work hours of this remote work agreement.

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| **Employee Declaration** | |
| * I have read and understood the conditions relating to Remote Work arrangements as set out in the Remote Work Policy and this Agreement. * I have read the Working Safely from a Remote Site Guide and completed a satisfactory Remote Work WHS Self-Assessment Checklist - attached * I have obtained written endorsement from my immediate supervisor - attached * I indicate my acceptance of the above terms by signing this Agreement below.   Requested by:  Employee Name: | |
| Employee Signature: | Date: / / |
| **Approval by BAND 6 DELEGATE** | |
| I support the application for Remote Work as outlined in this Agreement. | |
| Name:  Position Title:       Date: / /  Signature: | |
|  | |
| **Approval by BAND 7 DELEGATE** | |
| Remote Work Agreement is: APPROVED DECLINED  Name:  Position Title:       Date: / /  Signature: | |

**REMOTE WORK WHS CHECKLIST / INSPECTION**

To be completed by the employee after reading the Working Safely from a Remote Site Guide and attached to this agreement.

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| **Inspection Report Date:**      /     / |

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| **Worksite Inspection** | |
| * I certify that I have completed the Worksite Inspection on the specified premises. The proposed remote worksite meets Work Health and Safety requirements.   OR   * Minor alteration(s) as per the comments below will enable the worksite to meet the requirements.   Alternations required: | |
| Signature: | Date: / / |
| Name: | |
| Position title: | |