

# Employment Conditions Procedure - Workplace Attendance

## Section 1 - Purpose

(1) This procedure sets out provisions for workplace attendance and flexible attendance arrangements for employees of Charles Sturt University (the University).

### Scope

(2) This procedure:

- a. applies to University employees appointed under the [Enterprise Agreement](#) and employees on senior, executive or senior executive leader contracts
- b. does not apply to employees of partner institutions or corporate entities, or visiting and adjunct appointments.

## Section 2 - Policy

(3) This procedure:

- a. supports [University strategy](#) and provisions under the [Fair Work Act](#)
- b. replaces the Remote Work Policy and supports the [Attendance at Work Policy](#) (until rescinded)
- c. will form part of the Employment Conditions Policy suite (currently in development).

## Section 3 - Procedure

### Part A - Attendance principles

(4) The University is committed to on-campus operations that support University strategies through the interaction, collaboration and campus vibrancy inherent in university culture and high-performing teams. Therefore, staff are expected to attend campus and/or allocated work areas for the purposes of performing their employment duties, unless:

- a. their existing terms of employment provide for some or all of their work to be undertaken at a remote worksite
- b. the University has authorised or given a directive for remote, hybrid or off-site work arrangements (e.g. in the event of an emergency or incident that impacts attendance at the University's premises)
- c. a flexible attendance arrangement has been approved, such as:
  - i. an ad-hoc arrangement
  - ii. a formal hybrid attendance arrangement
  - iii. a formal remote work agreement.

(5) Flexible attendance arrangements are not an entitlement but may be approved in accordance with this procedure.

(6) The University acknowledges the right for eligible employees to request a flexible work arrangement under the [Fair Work Act 2009](#). A request made under the [Fair Work Act](#) will be assessed in accordance with the requirements of that Act.

(7) An employee's decision to reside at a distance from their base campus does not release them from the expectation to attend campus and/or allocated work area for the purposes of performing their employment duties.

(8) Approval of a flexible attendance arrangement is subject to the University's operational requirements. It is not always appropriate for an employee to carry out part or all of their duties from a remote worksite and requests may be refused or limited at the discretion of the University.

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

(10) Where an emergency or incident impacts attendance at the University's premises, the University may initiate remote working arrangements and/or other appropriate measures to manage operational requirements and/or reduce risk to staff. These measures may be applied to the entire University, or to a specific organisational unit, workgroup, campus or building, or as otherwise designated by the University.

(11) There may be instances where employees with flexible work agreements will be required to attend campus on a day they would normally work remotely, or a greater proportion of on-campus work is needed for a period of time. An employee must not refuse a reasonable direction to attend the workplace for such instances as and when required.

(12) Interstate or international working locations where the University does not have a presence are normally not permitted for ongoing or extended periods and there are specific limitations such as (but not limited to) insurance and taxation compliance that the University may not be able to meet.

## **Part B - Types of flexible attendance arrangements**

### **Ad hoc arrangements**

(13) From time to time, infrequent and ad hoc flexible attendance arrangements may be approved between the employee and their supervisor, subject to operational requirements and local work practices, for a maximum period of three calendar months.

(14) Ad hoc arrangements will normally:

- a. be approved on a case-by-case basis by the supervisor
- b. be subject to changes without notice, including but not limited to where operational needs change or an employee fails to meet the flexible attendance conditions (see Part D).

### **Hybrid arrangements**

(15) Where the employee's position and the organisational unit's service delivery model allow, hybrid arrangements may be approved that allow employees to work remotely for up to 40% of their ordinary full-time equivalent (FTE) fraction.

(16) Hybrid arrangements will normally:

- a. allow employees to work remotely for up to 40% of their ordinary weekly FTE fraction (e.g. two days per week for 1.0FTE employees, pro rata for part-time employees)
- b. be approved on a case-by-case basis by the appropriate Band 6 authority (e.g. Heads of School, Directors or equivalent), Faculty Administration Manager or Faculty Executive Officer (Science and Health)

- c. be subject to change or cancellation, with a minimum of 21 calendar days written notice, where operational needs change or where the employee fails to meet the flexible attendance conditions (see Part D)
- d. be reviewed annually as part of the EDRS or performance review meeting, or as required.

**Local instructions for ad hoc and hybrid arrangements.**

(17) Band 7 authorities (e.g. Executive Deans/Executive Directors or equivalent) may establish local level instructions that set out specific provisions for ad hoc and/or hybrid arrangements within their organisational unit, consistent with the conditions in this procedure. Instructions may take account of team functional responsibilities, service delivery and stakeholder requirements, and support effective team communication and collaboration. Provisions may include:

- a. variations on who may approve ad hoc and hybrid arrangements
- b. reduction of the length allowed for ad hoc arrangements
- c. variations on how the 40% arrangement will be applied (e.g. they may allow eight days of remote work for every four week period)
- d. specific criteria for assessing and reviewing ad hoc and hybrid arrangements.

**Formal remote work agreements**

(18) Where the employee’s position and the organisational unit’s service delivery model allow, remote work agreements may be approved that allow employees to work remotely for periods of up to two years.

(19) Approval for remote work arrangements will normally be limited to circumstances such as those set out in the eligibility criteria of the [Fair Work Act](#), or where required as part of a talent attraction/retention strategy.

(20) Remote work agreements must be applied for and approved in accordance with this procedure and will be subject both to the conditions set out in this procedure and in the remote work agreement.

(21) Remote work agreements will ordinarily be for a maximum of two years unless specified otherwise. Such arrangements may be renewed for a further period, however, renewal is not guaranteed. In addition to consideration of whether renewal is appropriate, remote work arrangements will be monitored on at least a six-monthly basis by Band 6 supervisors (e.g. Head of School/Director or equivalent) and may be revoked at any time with a minimum of 21 calendar days' notice.

**Part C - Applications and approvals**

**Applying for flexible attendance arrangements**

(22) All requests for flexible attendance arrangements (remote work, hybrid or ad hoc) should initially be made in writing directly to the appropriate supervisor or manager and include relevant information such as details of the arrangement requested and supporting reasons.

(23) The following table describes the documentation required to apply for each type of flexible attendance arrangement:

	<b>Written approval/endorsement</b>	<b><a href="#">Workstation self-assessment checklist</a></b>	<b><a href="#">Remote work agreement form</a></b>
<b>Ad hoc</b>	Approval from relevant supervisor/manager	NA	NA
<b>Hybrid</b>	Endorsement from relevant supervisor/manager Approval from Band 6 delegated officer	Required	NA

	Written approval/endorsement	<a href="#">Workstation self-assessment checklist</a>	<a href="#">Remote work agreement form</a>
<b>Remote work agreement</b>	In principle support from relevant supervisor/manager	Required	Endorsement from Band 6 delegated officer Approval from: 1. for domestic remote work agreements, Band 7 delegated officer, or 2. for international remote work agreements, Executive Director, People and Culture.

## Considerations for flexible attendance arrangements

### General considerations

(24) When flexible attendance arrangements are requested or reviewed, the decision maker will consider:

- a. the operational needs of the University, including the effect on students, clients, colleagues and staff under supervision, and the impact of multiple requests within one team or workgroup
- b. the reasons for the request, including criteria set out in the [Fair Work Act](#)\*
- c. the nature of the work performed
- d. the suitability of the employee to work autonomously (see clause 25).

\*Where a request is made for flexible working arrangements under section 65 of the [Fair Work Act](#), the request shall be assessed in accordance with the requirements outlined in the legislation. All other requests shall be assessed in accordance with this procedure.

### Employee attributes

(25) When flexible attendance arrangements are requested or reviewed, the decision maker should 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
- d. a record of satisfactory work performance
- e. that the remote worksite is fully equipped and ergonomically sound, complying with all work health and safety requirements.

(26) Where the employee making a request for flexible attendance is on a performance improvement plan, the decision maker should be satisfied there are extenuating circumstances for the approval of the request. The decision maker should consult with the Division of People and Culture prior to making a decision on the request.

### Nature of work performed

(27) Flexible attendance may not be suitable for employees whose work:

- a. is predominantly student or client-facing
- b. involves the provision of services during specific opening hours
- c. requires on-campus delivery of events and stakeholder face to face interactions
- d. requires a high degree of supervision or has supervisory responsibilities that require a high degree of direct

supervision of employees

- e. requires a high degree of teamwork, where it would be difficult to accommodate this via the use of technology or would require additional arrangements that add to the workload of the team
- f. requires on-campus access to University-based information, equipment, systems or facilities
- g. requires the employee to service University facilities/assets
- h. predominantly involves confidential or commercially sensitive information
- i. allows the employee little control over the workflow or demands of the job.

### **Leadership and supervisory roles**

(28) For employees who are in a leadership or supervisory role, flexible attendance decisions must also consider and balance the employee's personal flexibility with any potential impact on other team members' workloads, supporting the team, team cohesion, attendance at key meetings/events and contribution to an on-campus collaborative work environment.

### **Approval of flexible attendance arrangements**

#### **Approval of ad hoc or hybrid arrangements**

(29) Ad hoc or hybrid arrangements may be approved or refused by the appropriate supervisor or Band 6 approval authority (unless the organisational unit's local instructions provide otherwise). For hybrid agreements, decision makers are encouraged to consult with their Division of People and Culture business partner prior to making a decision.

(30) Arrangements may be approved subject to a trial period of up to 3 months.

(31) All approvals or refusals must be given in writing within 21 days from the date of the request. The employee must be advised of the reason if the request is refused.

(32) The following documentation requirements apply for ad hoc and hybrid arrangements:

- a. Organisational units are responsible for keeping records of all hybrid arrangements that have been approved. Records must be retained for a minimum of seven years after the arrangement is completed or the approval expires, in accordance with the NSW general retention and disposal authorities.

#### **Approval of remote work agreements**

(33) For a formal remote work agreement, the [remote work agreement form](#) and workstation self-assessment checklist (included in the form) must be completed and requires:

- a. endorsement of the Head of School/Director or equivalent (Band 6)
- b. approval of the Executive Dean/Executive Director or equivalent (Band 7).

(34) Decision makers should consult with their Division of People and Culture business partner prior to making a decision.

(35) The following documentation requirements apply for remote work agreements:

- a. Submission of approved remote work agreement form and self-assessment checklist to [dpc@csu.edu.au](mailto:dpc@csu.edu.au) for inclusion on the employee's file.

(36) See Associated Information - [Remote Work Approval Flowchart](#).

## Review of decisions

(37) If a request for flexible attendance is refused by the supervisor/manager and/or the Head of School/Director or equivalent (Band 6), the employee may ask that the matter be referred to the Executive Dean/Executive Director or equivalent (Band 7) for further consideration. The Executive Dean/Executive Director or equivalent's decision is final.

(38) Nothing in this procedure prevents an employee from seeking advice with the Division of People and Culture or raising a grievance under the [Complaints Management Policy](#) and [Complaints Procedure - Workplace](#).

## Part D - Conditions of flexible attendance arrangements

(39) The conditions in this part apply to all flexible attendance arrangements.

(40) For formal remote work agreements, additional terms and conditions contained in the remote work agreement form must also be complied with.

### Arrangements are non-transferable

(41) All flexible attendance arrangements are specific to the position held at the time the application was approved and do not automatically transfer to new positions.

### Monitoring the arrangement

(42) The [workstation self-assessment checklist](#) must be completed on an annual basis, or whenever there is a material change to the remote work location. The Head of School/Director or equivalent (Band 6) must review the checklist to assess compliance and determine the suitability of the remote work location. If the Head of School/Director or equivalent is not satisfied, the flexible attendance arrangement may be terminated if a health or safety risk cannot be reasonably mitigated.

### Work to be undertaken remotely and communication

(43) During the hours in which the employee is working remotely, they are required to:

- a. perform only their employment duties and not conduct personal business
- b. be contactable, visible, connected and accountable to the relevant organisational unit(s) and the University by means of agreed communication methods as specified in the remote work agreement form or as agreed with the decision maker(s).

### Equipment and utilities for remote worksite

(44) A University managed/imaged device should be used for all work-related purposes.

(45) The use of the University's ICT resources for remote work is subject to the [Information Technology Procedure - Acceptable Use and Access](#).

(46) Employees must gain approval to use University assets and ICT resources at the remote worksite and appropriate asset records must be maintained by the organisational unit.

(47) The University will not supply duplicate equipment or ICT resources for the purpose of maintaining an on-campus and remote workspace. The employee is responsible for providing any peripheral equipment and resources that cannot be transported or that they do not have approval to remove from campus.

(48) The employee must have:

- a. a reliable internet connection at the remote worksite
- b. unfettered access to any University equipment used at the remote worksite and to any personal equipment required for remote work.

(49) The University assumes no responsibility for the employee's personal equipment and property at the remote worksite.

(50) Equipment owned or leased by the University:

- a. will remain the property of the University and will be maintained by the University
- b. must be used for the sole purpose of the employee's work and by the employee only
- c. must be kept in good working order and not be damaged or inappropriately interfered with
- d. for ICT equipment, be used in accordance with the [Information Technology Procedure - Acceptable Use and Access](#).

(51) On termination of a flexible work arrangement all equipment owned or leased by the University must be promptly returned to the University within 7 days of termination of the arrangement. All equipment must be returned in good condition, fair wear and tear excepted.

## Expenses

(52) The organisational unit may provide appropriate consumables such as reasonable stationery items.

(53) Except where an employee is entitled to a [reasonable adjustment](#), the employee is responsible for any costs associated with the flexible attendance arrangement. This includes the cost of compliance with any work health and safety requirements, together with utilities, telephone and internet connection, any necessary telephone calls, and travel expenses as set out under the 'Travel' heading in this procedure.

## Security

(54) The employee must take all reasonable precautions necessary to secure University equipment and maintain the confidentiality of University information.

(55) Where a data breach occurs or confidential information has been compromised (in any manner), the employee must immediately report the issue to their supervisor, the DIT service desk and/or the University privacy officer. See the [Information Technology Procedure - Personal Data Breach](#) and [Information Security Guidelines](#).

(56) Without limitation to clauses 54-55, wherever flexible attendance arrangements involve access to University resources and computer networks, the employee must comply with the University's [Information Technology Policy](#) and [Information Technology Procedure - Acceptable Use and Access](#).

## Travel

(57) For employees on flexible attendance arrangements who have a base campus specified in their terms and conditions of employment, the following applies:

- a. Travel to the base campus as or when required is the responsibility of the employee. No travel or accommodation expenses will be covered by the University (as per the [Travel Procedure](#)) and time incurred in travelling to and from the campus will not be included as part of work hours.
- b. For travel to other campuses and work locations, the University will be responsible for expenses up to the cost of travel from the employee's base campus (not the remote worksite) to another campus or work location and this travel will be included as part of work hours. The employee will be responsible for any travel expenses and

travel time in excess of this limit.

- c. For employees whose employment contract specifies an off-campus worksite, travel between their off-campus worksite and any campus or location can be supported with the usual travel approval.

## **Insurance**

(58) The employee will be covered by the University's workers' compensation insurance policy while undertaking approved periods of University work at the approved remote worksite.

(59) Where employees work from home, the remote worksite will be deemed their normal workplace within the home, and all other areas of the home, dwelling or location will not normally be classified as the worksite.

(60) The employee is responsible for making enquiries as to the effect (if any) of the flexible attendance arrangement, remote work agreement and this procedure on the employee's home, contents and public liability insurance, mortgage or leasing arrangements and taxation, and for any additional costs incurred. The University is not liable for payment of such costs whether in part or full.

## **Remote worksite access and inspection**

(61) The employee must permit access by the University to their remote worksite upon reasonable notice to the extent reasonably necessary for the purposes of the remote work agreement conditions and this procedure, including for the purpose of:

- a. assessing and monitoring security arrangements in respect of equipment and information
- b. work health and safety inspections and risk assessments
- c. incident investigation
- d. removal, repair, servicing or replacement of University equipment.

(62) Apart from the circumstances set out in clause 61 of this procedure, no face-to-face meetings should be held at the remote worksite.

## **Section 4 - Guidelines**

(63) Nil.

## **Section 5 - Glossary**

(64) For the purpose of this procedure:

- a. Ad hoc arrangement - means an informal, short-term flexible attendance arrangement for up to three months, without requiring a formal remote work agreement.
- b. Base campus - means the campus location as shown on the employee's current employment contract.
- c. Home - means, in relation to home based work or working from home, the employee's (or another person's) place of residence. These may be subject to specific conditions to support work health and safety standards, ensure personal distractions are managed, for insurance purposes, or for other reasons.
- d. Hybrid arrangement - means a longer-term flexible attendance arrangement that allows an individual to work remotely for up to 40% of their ordinary full-time equivalent (FTE) fraction.
- e. Remote work agreement - means a formal, longer-term flexible attendance arrangement that allows an individual to work fully remotely (or for more than 40% of their ordinary FTE fraction) for periods of up to two years.

- f. Remote worksite/remote work location – means a place other than the base campus as set out in the employee’s employment contract.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	22nd May 2024
<b>Review Date</b>	10th October 2027
<b>Approval Authority</b>	University Secretary
<b>Approval Date</b>	22nd May 2024
<b>Expiry Date</b>	Not Applicable
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