



Policy P3.2.4

Working From Home

Date of Issue 29 May 2008

Version Number 2.1

1. Purpose

- 1.1 The RFS endorses the *Flexible Work Practices Policy and Guidelines* issued by the Public Sector Management Office in October 1995, and as part of this endorsement has developed this policy which is based on equitable considerations as well as organisational requirements.

2. Policy

- 2.1 Working from home may be available for officers whose employment circumstances may prevent them from attending the work place for short or intermittent periods or in situations where it would be more appropriate for the officer to undertake certain tasks away from the work environment.
- 2.2 As far as practicable, the RFS is committed to accommodating requests to work from home where compliance with the request would not adversely affect the provision of services and where such requests are made for valid personal or organisational reasons.
- 2.3 Every request to work from home will be considered by the executive director on equity and efficiency grounds and will involve consultation between the officer and their manager, and where appropriate, other staff.
- 2.4 The Executive Director Administration and Finance is authorised to approve the terms and conditions set out in *Work from Home Agreements*. For this reason, all work from home requests approved by the appropriate executive director will be referred to the Executive Director Administration and Finance for endorsement prior to implementation
- 2.5 Any requests which have been declined by an executive director may be referred to the Commissioner for final determination.
- 2.6 *Work from Home Agreements* will be entered into where a request is approved and will contain the following provisions:
- (a) provisions covering the designated work area in the home;
 - (b) employee consent to access to the home based work site by the employer or manager, for setup of the site.

- (c) the statutory obligations of the employer (in regard to occupational health and safety, worker's compensation, rehabilitation, etc) for the employee while working from home;
- (d) a provision entitling the employer to cease the work from home arrangement if it adversely affects any aspect of the organisation's activities.

Conditions of Employment

- 2.7 The conditions of employment for officers who work from home are the same as those worked at the employer's office except where there is an agreed variation, for example, the time when the hours are worked.
- 2.8 Any variations must not be in breach of any award, industrial agreement or statutory instrument.
- 2.9 The appropriate executive director will consider any requests for variation in the conditions of employment and authorise such variations where appropriate.

Costs

- 2.10 All reasonable costs associated with the approval of a work from home request, including the provision of equipment, the modification of a home based office and costs associated with home base work site inspections will be met by the section in which the officer seeking to work from home is employed.

Working From Home Agreement

- 2.11 A model *Working from Home Agreement* is attached for the assistance of officers and managers contemplating a work from home arrangement.

3. Links

- Flexible Work practices Policy and Guidelines issued by the Public Sector Management Office (October 1995)
- Public Sector Employment and Management Act, 2002

4. Who is responsible for implementing the Policy?

Executive Director Administration and Finance

5. Amendments

- Minor amendments to clarify roles and responsibilities May 2008

NSW Rural Fire Service Health & Safety

Home Based Work Checklist

This form is to be used for the purpose of identifying hazards in a home-based worksite and to facilitate compliance with pertinent OHS and NSW Public Service Provisions.

Manager's Name:.....Employee Name:.....

Address of Normal Work Location:.....

Tel (office):.....Fax:.....Date of Inspection:/...../.....

Address at which employee will be working:.....

.....

Duration of Working from Home Agreement: From/...../..... To/...../.....

(Note: If a further work from home period is required, an additional home worksite assessment must be undertaken)

Agreed Working Period:

Monday to Friday From: To Other: From: To

.....

(24 hour clock)

- The manager/supervisor must retain completed original inspection form and a copy must be provided to employee.
- Any required actions identified from inspection must be completed **prior** to commencement of work from the agreed location. Responsibility for a safe workplace (including associated cost) shall be met by the Rural Fire Service.
- The employee has an obligation to maintain the work area at the standard agreed to when assessed.
- The manager/supervisor must be conversant with WorkCover document; *Working From Home, A Guide To Occupational Health and Safety, Rehabilitation and Workers Compensation Requirements*. If uncertain of any health and safety aspect of a work from home arrangement then the manager/supervisor should seek clarification from the RFS Health Safety & Welfare Section.

Employee:

.....Date...../...../.....

(Signed)

Manager/Supervisor:

.....Date...../...../.....

(Signed)

Home Based Work Checklist

	YES / NO	COMMENTS
Has the employee been provided with adequate information, instruction/induction and training prior to commencement of the work to be undertaken at home?	
Is there adequate communication to office facilities? (telephone, fax and email)	
Are adequate systems in place to ensure regular communication with the office?	
Is there a mechanism to report hazardous situations immediately to the manager?	
Is the employee aware of risks in relation to manual handling / occupational overuse syndrome? (limiting keyboard use, stretching)	
Has the employee been informed about accident/incident reporting procedures?	
Does the employee have reasonable knowledge and appreciation of OHS?	
What provisions are in place in the event of an emergency, ie fire, first aid?	

General

Is there a dedicated work area?	
Is the work area of reasonable and adequate size for work to be undertaken?	
Are floor surfaces maintained in good repair and obstacle free to avoid tripping?	
Is the work area tidy and uncluttered?	
Is storage properly accessible and free from obstructions?	

Environmental/Electrical

Are there any trailing cords that may present a trip hazard?		
Are there any broken plugs, sockets or switches that may present an electrical hazard?		
Is there adequate and appropriate lighting for the work tasks to be undertaken?		
Is all electrical equipment in good repair?		
Are residual current devices (RCDs) installed?		
Any Additional Comments:		

Fire

Are appropriate fire extinguishers available and accessible to the workplace?		
Are smoke detectors fitted?		
Are items of plant and materials in sound repair and set up in a safe and orderly manner?		
Is the work area reasonably ventilated?		
Are adequate heating and cooling appliances available?		
Are any hazardous substances stored in or near the work area?		

Ergonomics

Is the work station furniture in good condition and does it provide adequate support?		
If the chair has arms, is there room for unobstructed movement?		
Is a footrest required?		
Is a copyholder required?		
Is the desk large enough to accommodate all work?		
Is the desk surface and monitor free of reflection?		
Is the monitor positioned at a comfortable reading distance?		
Is the workstation set out in a manner that is within accepted ergonomic principles?		
Any Additional Comments:		

Security

Is security to a standard that would be deemed acceptable for an isolated workplace?		
Is a 'call-in' procedure to be established to periodically confirm the employees welfare with the supervisor?		
Is the employee to be working alone for the entire work period, or for extended time?		

Health

Does the employee have any special needs to ensure that their health and safety are accommodated?	
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First Aid

Is there a First Aid kit located in the work area that is equivalent to a Type C kit as detailed in NSW OHS Regulations 2001	
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Other

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SOP P3.2.4-1

Applying to Work From Home

This SOP forms part of Policy P3.2.4 Working From Home

1. Purpose

- 1.1 This SOP outlines the process and responsibilities of members submitting a work from home request.

2. Procedures

- 2.1 All work from home requests must be made in writing by the applicant and submitted through the applicant's manager for consideration and approval of the appropriate executive director. The decision as to whether or not to approve a request to work from home rests ultimately with the appropriate executive director.
- 2.2 All requests to work from home will be considered in light of the following factors:
- (a) whether the duties are suitable for work at home including the type of work and the amount of work that can be performed at home;
 - (b) whether the work can be undertaken without direct supervision;
 - (c) the type and cost of equipment necessary for an employee to safely undertake work at home;
 - (d) the maintenance of quality customer service and the need for employees and supervisors/managers to take action to maintain services, e.g. diverting telephones to the home;
 - (e) whether the employee should be required to attend the workplace for duty at agreed intervals (e.g. once per day or once per week);
 - (f) the requirement for a medical certificate stating that the employee is able to work safely from home in cases of a temporary disability which inhibits attendance at work;
 - (g) the need to establish that the person working from home is familiar with safe working procedures and has the information and training necessary to do the work safely;
 - (h) the provision of career development opportunities, such as special projects and training, as for full-time office employees, with appropriate consideration as to location, duration and timing;

- (i) the establishment of communication processes to ensure that employees are aware of developments during the time when they are not at the workplace; and
- (j) the opportunity to participate in activities such as employee meetings and other employee networking activities.

2.3 In establishing the implementation of these procedures, consideration shall be given to all aspects of *Policy P3.1.1 Equal Employment Opportunity*.



NEW SOUTH WALES RURAL FIRE SERVICE

WORKING FROM HOME AGREEMENT

Version: May 2008

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2. SCOPE

This Working from Home Agreement is a voluntary and co-operative arrangement between the employer and employee. The terms and conditions of employment between the employer and employee that apply at the employees' place of work also apply at the Home Based Office unless varied by agreement between the employer and the employee within the scope permitted by any Industrial Instrument.

3. DEFINITIONS

In this Agreement:

"Delegated Employer Nominee" means the Commissioner or other Senior Officers authorised to sign a Working from Home Agreement on behalf of the New South Wales Rural Fire Service (RFS).

"Employee" means permanent officers employed by the RFS under the provisions of the Public Sector Management Act 1988.

"Employer" means the RFS.

"Employer's Office" means the normal place of work where the employee works or would work when not working from the home based office.

"Home Based Office" means an **area designated** in an employee's private dwelling which has been agreed by the employer and employee for use by the employee to perform home based work.

"Home Based Work" means work performed at an employee's residential address, for an agreed number of hours on a specific day or days, for an agreed period of time.

"Equipment" means computer, telephone, fax or other electronic and related machinery required for the conduct of work

4. IMPLEMENTATION PROCEDURES

- (a) The employer and employee have designated the home based office specified in the schedule to this agreement.
- (b) The employee agrees to cooperate with the employer in all measures to ensure that the home based work site conforms to acceptable Occupational Health and Safety standards.
- (c) The employer is responsible for the health, safety and welfare of the worker at work, including while at the site. The employer will ensure that the site and the equipment to be used is in accordance with the provisions of the NSW Occupational Health and Safety Act 1983 and other safety requirements and is responsible for all costs associated with compliance.
- (d) All Occupational Health and Safety policies which apply at the employee's usual place of work shall apply in carrying out home based work at the home based work site.

- (e) The employee consents to the employer having access to inspect the site subject to the provision of 48 hours notice or by agreement. The inspection can only take place within designated working hours. The employer will inspect the home based work site with an appropriately qualified person to ensure that it complies with the employer's statutory obligations to provide for the health, safety and welfare of the employee.
- (h) The employee agrees to notify the employer of any work related accident, injury, illness or disease arising out of home based work.
- (i) The employer shall notify the WorkCover Authority of any work related accident, injury, illness, disease or incident required under Occupational Health and Safety legislation occurring at the home based work site arising out of home based work
- (j) The employer agrees to provide the employee with a first aid kit type C as defined in the Occupational Health and Safety (First Aid) Regulation. The employee agrees to ensure that the kit is kept at the home based work site and to notify the employer if any item requires replacement.
- (k) The employee agrees that the employer is not responsible for any liability on the part of a third party, unless the third party, or parties, are present in connection with work related duties.

5. EQUIPMENT

- (a) The employer and the employee have compiled a list of equipment used by the employee in the course of carrying out work at the home based work site. This list specifies who owns the equipment and/or software. This list is attached to this agreement.
- (b) The equipment owned or leased by the employer and for use by the employee at the home based work site will be used solely for the purposes of the employer's work. All equipment owned or leased by the employer will remain the property of the employer or contracted lessor and the employee agrees that the employer may have access to the home based work site during hours of work or after provision of reasonable notice (at least 24 hours) for the removal of the equipment. In removing the equipment the employer will take all reasonable care to minimise damage to the home based work site and/or property. If damage to the site is caused by the employer's actions, the employer is responsible for repairs, replacement or compensation.
- (c) The employer or contracted lessor will maintain the equipment and/or software owned or leased by the employer.
- (d) The employee agrees to notify the employer if any problems or difficulties arise with the operation of the equipment and allow access the replace, service or repair the equipment.
- (e) The employer shall effect and maintain a policy of insurance in respect of the equipment owned by the employer and used to carry out work of the employer.
- (f) If it is agreed that the employee's equipment is to be used at the home based work site for the employer's work, the percentage of costs of maintenance, repair and insurance of the equipment to be borne by the employer will be agreed between the employer and employee. The manner in which consumables will be supplied (e.g. toner, paper, etc) will also be agreed. These agreements will be documented and attached to this agreement.

6. SECURITY OF ASSETS AND INFORMATION

Security of assets and information shall be as agreed for employer's office based employment. It is agreed that the employee will take all reasonable precautions necessary to secure the employer's materials.

7. DEPENDANT CARE

It is agreed that home based work is not a substitute for dependent care.

8. CONDITIONS OF EMPLOYMENT AND VARIATIONS IN THE CONDITIONS OF EMPLOYMENT

- (a) The terms and conditions of the employment between the employee and the employer that apply at the employer's office and as specified in this agreement, will also apply at the home based office. In particular, the following will not be altered by this agreement:
 - (i) any applicable legislation, awards or agreements;
 - (ii) classification, grading and related remuneration;
- (b) The employee engaged in work at the home based office and employer may agree to vary any of the terms and conditions of the home based work agreement with the exception of the above in 8(a)(i) and (ii) Any variation must be agreed to by both the employee and the employer and must be in writing and attached to the agreement

9. HOURS OF WORK/OVERTIME

- (a) The employee agrees to maintain an accurate and up to date record of hours worked, including work carried out at the home based office
- (b) The home based office may be used for overtime provided a separate written agreement has been prepared and signed.
- (c) Overtime hours of work will be agreed in writing. A copy will be held by both the employee and the employer for the period during which overtime is carried out at the home based work site. Other conditions relating to overtime are contained in the relevant awards and agreements.

10. ACCESS TO THE EMPLOYEE

- (a) The parties agree that management has the right of access to an employee to discuss work related issues with the employee.
- (b) Management discussions with the employee should, preferably, take place with the employee during normal work hours at the employer's office.
- (c) The parties recognise the rights of access of the employee's union representative in accordance with the NSW Industrial Relations Act 1996.

11. FAMILY/PERSONAL RESPONSIBILITIES

Employees who have personal responsibilities such as child-care or elder care will be expected to manage these responsibilities in a way that allows them to successfully meet their employment obligations.

12. WORK ENVIRONMENT AND OCCUPATIONAL HEALTH AND SAFETY

- (a) The work environment of an employee's home based office will comply with the NSW Occupational Health and Safety Act 2000.
- (c) Employees engaged in working from home in a home based office in accordance with the terms of this Agreement will be entitled to workers' compensation and other provisions specified in the Workers' Compensation Act 1987 and any other relevant legislation. Workers' compensation liability will be limited to injuries sustained while carrying out work related duties only.
- (d) For the purpose of defining work related accidents or illnesses and the application of workers' compensation laws, the employee's work hours will conform to a schedule agreed upon between the employee and the employer.
- (e) Any changes or extension to the schedule referred to in (d) with respect to workers' compensation coverage must be reviewed and approved by the employer in advance.

13. COMMUNICATIONS

- (a) The employer will ensure regular opportunities for communication between supervisor and employee and take all reasonable steps to provide to the employee all information concerning staff meetings, training and other career development opportunities available to other employees.
- (b) The employee agrees to be contactable during the periods in which home based work is carried out and available for communication with the employer.

14. PERFORMANCE

- (a) The employer agrees to ensure that the work carried out by the employee in the home based work site is taken into account when the work performance of the employee is under review.
- (b) The employer and employee agree to establish and implement an agreed procedure, appropriate to the work, by which the performance of the employee at the home based work site can be monitored.

15. TRAINING

The employer agrees to ensure that training and career development opportunities are provided on the same basis as for other staff.

16. TERMINATION OF THE HOME BASED WORK AGREEMENT

- (a) The agreement may be terminated by either party prior to expiry, provided that the party wishing to terminate gives reasonable notice.
- (b) It is agreed that reasonable notice shall be six weeks if the previously agreed period for home based work at the site was six months or more: or three weeks if the previously agreed period for home based work at the site was less than six months.

Employer's Representative Authorised to Consent to vary this Home Based Work Agreement:

(First Name)
(Surname)
(Position)

Asset/Equipment List Attached:

Other Attachments (if appropriate):

Details of all Home Base Work Site changes recommended and implemented

- I have read and understand the conditions set out in this home based work agreement and in the flexible work practices policy and guidelines document I indicate my acceptance of the terms of this agreement by signing below**

.....
Employee's Signature

Date:

.....
Manager

Date:

.....
Executive Director

Date:

Please forward to Staff Services to be placed on officer's personnel file.