

Working From Home Policy

1. Purpose of Policy

- 1.1 New England Conservatorium of Music ('NECOM') 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 NECOM and do not adversely affect other workplace participants.

2. Commencement of Policy

- 2.1 This Policy will commence from 1/04/2020. It replaces all other Working from Home policies of NECOM (whether written or not).

3. Application of the Policy

- 3.1 This Policy applies to employees, agents and contractors (including temporary contractors) of NECOM, 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.

5. General provisions

- 5.1 Upon request by a workplace participant, NECOM may permit the workplace participant (having regard to reasonable business grounds and circumstances) to:
 - a) temporarily work from home for part of a working period; or
 - b) in exceptional circumstances, permanently.
- 5.2 Workplace participants must maintain regular contact with NECOM, their manager and greater team when operating under a working from home arrangement. Contact must be maintained through electronic means, including email, hand held communication device and telephone.

5.3 NECOM may refuse an application where it is inappropriate in the circumstances.

6. Eligibility criteria

6.1 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.

6.2 Workplace participants who apply to work from home should be prepared to show their suitability.

6.3 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;
- c) the presence of the skills, ability and knowledge to work autonomously; and
- d) an appropriate and safe workspace at home.

6.4 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

6.5 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.

7. Working from home part-time

7.1 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.

8. Working from home is not an entitlement

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

9. Conditions of working from home

- 9.1 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) NECOM retains the right of access to the workplace participant at home.
- 9.2 Subject to prior agreement, on-site visits or inspections by officers of NECOM 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.

10. Particular requirements for working from home

Home office

- 10.1 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.

11. Workplace participants' responsibilities in relation to workplace health and safety

- 11.1 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 NECOM, to have access to their home office and related areas from time to time to allow them to conduct safety inspections.
- 11.2 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 NECOM 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 NECOM Workplace Health and Safety Policy.

12. Workplace health and safety inspection

- 12.1 A workplace health and safety inspection may be conducted for working from home arrangements. As a condition of granting a workplace participant permission to work from home, they must allow a person, appointed by NECOM, 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 NECOM, the arrangement will not be approved or will be discontinued.

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.

14. Frequency of workplace health and safety inspections/checks

- 14.1 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.

15. Adjustments required to make a home office safe

- 15.1 Where the safety inspection or check reveals that adjustments are required to a workplace participant's home for safety reasons, they must cooperate with NECOM 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.
- 15.2 Generally, a workplace participant will be responsible for making adjustments to their home office and related areas. NECOM 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 NECOM considers this reasonable.
- 15.3 NECOM will not finance any structural changes to a workplace participant's home.

16. Accident or injury while working from home

- 16.1 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. NECOM may investigate the accident or injury. The workplace participant must allow a person, appointed by NECOM, to access to their home for the purpose of conducting such investigation.

17. Equipment provided by NECOM

- 17.1 NECOM 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.
- 17.2 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.
- 17.3 Any equipment provided by NECOM remains the property of NECOM at all times. The workplace participant must use the equipment for legitimate business purposes only. They must not use NECOM property for private use and must not misuse or damage NECOM property. The workplace participant must return all equipment when requested by the NECOM or upon termination of the working from home arrangement with NECOM.

18. Responsibility for NECOM property

- 18.1 If any repairs are necessary to NECOM equipment, the workplace participant must let their manager know as soon as possible. NECOM is responsible for general 'wear and tear' of NECOM property, however, if the workplace participant or another person at their home misuses or recklessly damages NECOM property they agree to reimburse NECOM for the reasonable cost of repair or replacement of the property.
- 18.2 In relation to any electronic device provided by NECOM, the workplace participant must comply with any applicable NECOM 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.
- 18.3 NECOM is not responsible for any damage caused to the workplace participant's personal or real property during the course of performing work at home.

19. Cost of utilities

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

20. Terms and conditions of engagement when working from home

- 20.1 A workplace participant's terms and conditions of engagement remain the same when working from home. This includes hours of work (including any expectations in relation to overtime), 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.
- 20.2 Employees undertaking work from home are required to follow the same processes for notifying of absences (e.g. personal leave, carer's leave) as if they were working in the office.

21. Children or other family members at home

- 21.1 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.
- 21.2 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.

22. Reporting to manager

- 22.1 Reporting is a critical part of any working from home arrangement. The relevant manager will 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.

23. Communication with staff

23.1 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.

24. Requirement to attend the office on the days you work from home

24.1 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.

25. When a working from home arrangement is terminated or ends

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

25.2 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.

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

25.4 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 NECOM equipment within 14 days.

26. Security of information and property

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

26.2 Workplace participants must take all reasonable precautions to secure NECOM property, equipment and information (both paper and electronic) within their home.

- *that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.*

Your name:

Signed:

Date:
