

WORKING FROM HOME AGREEMENT - APPENDIX 7



Employee Details

First Name _____ Surname _____

Home office address and Phone

Directorate _____ Department/Unit _____

Manager Phone _____ Manager Name _____

Days at Home based work site _____ Days at usual work site _____

Commencement date _____ Review date _____

Hours of work

Details of work to be performed at home based work site

Asset / Equipment list attached

Other attachments (if appropriate)

Date OH&S inspection completed

IMPORTANT:

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 Signature _____ Delegated nominee employer signature _____

Date _____ Date _____

WORKING FROM HOME AGREEMENT



Conditions of Agreement

The working from home agreement is a voluntary and cooperative arrangement. The terms and conditions of employment between the employer and employee that apply at the employee's place of work also apply at the home based work site

1. Implementation procedures

- (a) Before commencing work from home the employer and employee will designate the home based work site and note 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 with 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, as far as practicable, 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. This 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.
- (f) The employee consents to a duly appointed WorkCover Inspector or a representative of the occupational health and safety committee established at the employee's normal place of work entering the home based work site in the event of a dispute arising on an issue of health, safety or welfare of the employee for the sole purpose of resolving the dispute
- (g) It is agreed that the employee has a right to have a union representative or third party present during visits from the employer, appropriately qualified person or WorkCover Inspector.
- (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 furnish 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.

2. Equipment

- (a) The employer and the employee will compile a list of equipment used by the employee in the course of carrying out work at the home based work site. This list will specify who owns the equipment and I or software. This list will be 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 minimize damage to the home based work site and for 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 for 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 to 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 for 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 (eg toner, paper, etc) will also be agreed. These agreements will be

documented and attached to this agreement.

3. 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 an reasonable precautions necessary to secure the employer's materials.

4. Dependent care

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

5. 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 employee's usual place of employment also apply at the home based work site. In particular the following will not be altered by this agreement: - any applicable legislation, awards or agreements - classification, grading and related remuneration
- (b) The employee engaged in work at the home based work site 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 5(a). Any variation must be agreed to by both the employee and the employer and must be in writing and attached to the agreement.

6. 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 work site.
- (b) The home based work site may be used for overtime provided separate written agreement is needed for its use. (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 over time is carried out at the home based work site. Other conditions relating to overtime are contained in the relevant awards and agreements.

7. Communication

- (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.

8. 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 agrees 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.

9. Training

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

10. Termination of the home based work arrangement

- (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.