# COVID-19 Working from Home Agreement

This Working from Home Agreement is made between:

<Organisation name> [Insert ABN] of <Insert Address>

and

<Insert Employee Name> of <Insert Address>

Commencement and review

The Working from Home Agreement will commence on <Insert Date>.

The Working from Home Agreement will be reviewed on <Insert Date>.

Conditions of employment

The terms and conditions of employment that apply at <Organisation name>’s premises, will also apply at the home-based work site.

<Organisation name> and the employee may agree to vary any of the terms and conditions of the Working from Home Agreement. Any variation must be in writing and agreed to by both <Organisation name> and the employee. Both <Organisation name> and the employee must provide notice of two weeks, of any variations to the Working from Home Agreement.

Position

The employee is employed in the position of <Insert Position>.

home based worksite

The address of the employee’s home based work site is <Insert Address>.

The telephone number for the employee’s home based work site is <Insert Telephone Number>.

The employee agrees to be contactable and available for communication with <Organisation name> during the periods in which home based work is carried out.

Hours of Work

The employee’s ordinary hours of work are as per the employment contract, being <Insert Number of Hours> hours. The employee agrees to maintain an accurate and up to date record of ordinary hours worked at the home based work site.

[OPTIONAL CLAUSE] Work in addition to ordinary hours, may be worked at the home-based work site, if agreed in advance by both <Organisation name> and the employee.

Performance

<Organisation name> and the employee agree to manage the employee’s performance in accordance with <Organisation name>’s Managing Employee Performance Policy and Procedure.

OCCUPATIONAL SAFETY AND HEALTH

<Organisation name> is responsible for the health, safety and welfare of the employee whilst working at the home-based work site. <Organisation name> operates in accordance with the provisions of the relevant OSH legislation.

The employee agrees to cooperate with <Organisation name> to ensure that the home-based work site complies with <Organisation name>’s Occupational Safety and Health (“OSH”) policies and procedures and legislative requirements.

The attached Working from Home Checklist must be completed and approved by <Organisation name> before working at the home-based work site commences.

The employee agrees to notify their Manager of any work-related accident, injury, illness or disease occurring as a result of the home-based work, and complete <Organisation name>’s Incident Report and Investigation Form.

The employee must ensure that they have access to a first aid kit at the home based work site, and that any item from the kit which is used, is replaced.

The employee must ensure that they have access to a fire extinguisher at the home based work site, and that the fire extinguisher is properly maintained.

The employee agrees that <Organisation name> is not responsible for any liability on the part of a third party, who is not an employee of <Organisation name>, at the home-based work site.

Equipment

<Organisation name> will supply, or provide reimbursement for, equipment as per the attached list, to be used by the employee in the course of carrying out work at the home-based work site. All equipment owned by <Organisation name> will remain the property of <Organisation name>. <Organisation name> will maintain the equipment and/or software owned or leased by <Organisation name>.

The employee agrees to report to <Organisation name> any problems or difficulties which arise with the operation of <Organisation name> equipment and/or software, and allow access as required to replace, service or repair the equipment.

The employee agrees that <Organisation name> may have access to the home-based work site during the employee’s hours of work, or on provision of 24 hours’ notice for the removal of the equipment.

In removing the equipment <Organisation name> will take all reasonable care to minimise damage to the home-based work site and/or property of the employee. If damage to the site is caused by<Organisation name>, the employer will be responsible for repairs, replacement or compensation.

Security of assets and Confidential Information

Security of information, as it applies to employees’ of <Organisation name>’s premises, will also apply to the <Organisation name> employee at the home-based work site.

The employee agrees to take reasonable precautions necessary to secure <Organisation name> equipment and/or software, and information.

The employee agrees to respect the confidentiality of information and documents to which the employee has access in the course of, or arising from, the employee’s employment with <Organisation name> or any of its related entities.

The employee must not, during the employee’s employment or after the termination of employment, directly or indirectly use or disclose (or attempt to use or disclose) any confidential information for any unauthorised purpose, including any benefit to the employee or any other person, unless:

directed by <Organisation name> in writing to divulge or reveal such information.

required by a Court or Tribunal to do so.

Termination of the Working from home agreement

The Working from Home Agreement may be terminated by <Organisation name> at its discretion and based on guidelines issued by the Federal Government and/or WA Department of Health.

Termination of the Working from Home Agreement will be seen as termination of the employment agreement, except when:

* + 1. The employee returns to working at <Organisation name>’s premises.

Return of Property

On request by <Organisation name>, or on termination of the employee’s employment, the employee must return to <Organisation name> all property belonging to <Organisation name> in the employee’s possession, custody or control, including, but not limited to mobile telephones, computers, keys, data storage devices, cards, documents, diaries, records and papers, reports, working papers, training manuals, equipment, computer information and programs, and all copies of such items.

Entire Agreement

This Agreement sets out the terms of the employee’s Working from Home Agreement with <Organisation name>. This Agreement should be read in conjunction with the employee’s Employment Contract with <Organisation name>.

If there are any other matters that the employee has relied on in discussions or other communications to date with <Organisation name>, or if there are any other matters the employee wishes to discuss, these matters should be raised with <Organisation name> before the employee signs the Agreement.

Once the employee signs this Agreement, the employee is confirming it is complete and no agreed terms are missing.

SIGNATURES

Signed for and on behalf of <Company Name>

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Date: |  |
|  |  |  |  |
| Full Name: |  | Position: |  |

Signed by the employee

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Date: |  |
|  |  |  |  |
| Full Name: |  | Position: |  |