

Sample Telecommuting Agreement

The telecommuting agreement is a voluntary and consensual arrangement.

The terms and conditions of employment between **[insert organisation name]** and employee that apply at **[insert organisation name]** also apply at the home based work site.

Implementation procedures

Prior to an employee being granted approval to commencing work from home [insert organisation name] and employee will designate the home based work site and note this in the schedule to this Agreement.

The employee agrees to cooperate with [insert organisation name] in all measures to ensure that the home based work site conforms with acceptable Work Health and Safety standards. The employee will complete a working from home self-assessment checklist.

[insert organisation name] is responsible for taking reasonably practicable steps to protect the health, safety and welfare of the employee at work and whilst working at the home based site. **[insert organisation name]** in conjunction with the employee will ensure that the site and equipment to be used are in accordance with the provisions of the *Work Health & Safety Act 2011 (Cth)* and **[insert organisation name]** WHS requirements. The employee is responsible for all costs associated with compliance, unless directed to work from home. If directed to work from home **[insert organisation name]** is responsible for all costs associated with compliance.

All Work Health and Safety policies which apply at the employee's usual place of work shall, as far as practicable, apply in carrying out work at the home based work site.

The employee will complete the "*Working from Home Risk Assessment Checklist*" and **[eg must attend a "Preventing Overuse Injury" Training session]** either before or as soon as possible after the approval to work from home.

The employee is required to describe the nature of the home based work to be performed in order that any risk to health and safety can be assessed by their supervisor.

The employee agrees to notify the immediate supervisor of any work related accident, injury, illness or disease arising out of home based work and complete an [insert organisation name] incident reporting form.

The STATE WHICH **[employee]** **[insert organisation name]** will obtain, and keep complete, a first aid kit (small workplace kit) as defined in the WHS first aid code of practice¹.

The employee agrees to ensure that the kit is kept at the home based work site and to notify **[insert organisation name]** if any item requires replacement.

The employee agrees that **[insert organisation name]** is not responsible for any liability on the part of a third party who is not an employee of **[insert organisation name]** at the home based work environment.

Equipment

[insert organisation name] 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/or software. This list will be attached to this Agreement.

Equipment belonging to **[insert organisation name]** and for use by the employee at the home based work site will be used solely for the purposes of the **[insert organisation name]**'s work by the employee only. All equipment owned or leased by **[insert organisation name]** will remain the property of **[insert organisation name]** or leasor, and the employee agrees that **[insert organisation name]** may have access to the home based work site during hours of work or after provision of 24 hours notice for the removal of the equipment. In removing the equipment **[insert organisation name]** 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 **[insert organisation name]**'s actions, the employer is responsible for repairs, replacement or compensation.

[insert organisation name] or contracted leasor will maintain the equipment and/or software owned or leased by **[insert organisation name]**

The employee agrees to notify **[insert organisation name]** if any problems or difficulties arise with the operation of **[insert organisation name]** equipment and allow access as required to replace, service or repair the equipment.

If it is agreed that the employee's equipment is to be used at the home based work site for **[insert organisation name]**'s work, the percentage of costs of maintenance,

¹ The code of practice will change as WHS Codes of Practice are further developed. As at 3rd Dec 2011, this policy refers to Safe Work Australia (2011). First Aid in the Workplace: Draft Code of Practice.

<http://www.safeworkaustralia.gov.au/Legislation/PublicComment/Documents/Draft%20Model%20Work%20Health%20and%20Safety%20Codes%20of%20Practice%20Public%20Comment/Draft%20Model%20Codes%20of%20Practice%20for%20Public%20Comment/First-Aid-in-the-Workplace.pdf>

repair and insurance of the equipment will be agreed between **[insert organisation name]** and the employee. The manner in which consumables will be supplied will also be agreed. These agreements will be documented and attached to this Agreement.

Security of assets and information

Security of information shall be as applied for **[insert organisation name]**'s office based employment. It is agreed the employee shall take all reasonable precautions necessary to secure the **[insert organisation name]**'s equipment and procedures.

Conditions of employment and variations in the conditions of employment

The terms and conditions of the employment between **[insert organisation name]** and the employee 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
- level of position and related remuneration

[insert organisation name] and the employee engaged in work at the home based work site may agree to vary any of the terms and conditions of the home based work agreement with the exception of those stated in the preceding paragraph. Any variation must be agreed to by both **[insert organisation name]** and the employee and must be in writing and attached to this Agreement.

Hours of work/overtime

The employee agrees to maintain an accurate and up to date record of hours worked at the home based work site. The hours to be worked will be within the normal span of hours of the employee's hours of work, and shall be agreed to and attached to this Agreement.

The home based work site may be used for overtime provided the work is agreed to by **[insert organisation name]** and the employee prior to the overtime being carried out. No meal allowance is applicable for overtime performed at the home based work site.

Communication

The employee agrees to be contactable and available for communication with **[insert organisation name]** during the periods in which home based work is carried out.

Performance

[insert organisation name] and the 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. A copy of this must be attached to this Agreement.

Professional development

[insert organisation name] agrees to ensure that training and career development opportunities are provided to the employee on the same basis as for other staff.

Termination of the home based work arrangement

The agreement may be terminated by either party prior to expiry, provided that the party wishing to terminate gives reasonable notice.

It is agreed that reasonable notice shall be four weeks if the previously agreed period for home based work was for six months: or two weeks if the previously agreed period for home based work was less than six months.

Schedule

Employee name: (first name) (surname)
Home office address and phone:

Employer's name: (first name) (surname)
Employer's department:
Employer's office address and phone:
Days at home based work site:
Days at employer's office:
Commencement date:
Duration of agreement:
Hours of work:
Details of work to be performed at home based work site:

Employer's representative authorised to consent to vary this home based work agreement:
Asset/equipment list attached
Other attachments (if appropriate):
Date WH&S inspection completed:
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:

.....
Delegated employer nominee's signature
Date:

Reference:

New South Wales. Premier's Department. Public Employment Office, (October 1995).
Flexible work practices: Policy and guidelines.
http://www.dpc.nsw.gov.au/_data/assets/word_doc/0012/1038/Flexiblework.doc