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| **TO BE PLACED ON COMPANY LETTERHEAD** |

**PRIVATE & CONFIDENTIAL**

[insert date]

[insert employee’s name]
[insert employee’s address]

Dear [insert employee’s name]

|  |
| --- |
| **Re: Temporary Working from Home Arrangement – COVID-19** |

In response to the evolving circumstances surrounding Coronavirus (COVID-19), and in line with Government advice, [insert Company name] (**the Company**) recognise a need to implement certain measures for the safety of Company employees and the wider community.

Usually working from home (**WFH**) is considered on a case by case basis, however with social distancing measures in our community looking necessary, the Company considers a temporary working from home arrangement (**WFH Arrangement**) will be required in your circumstances.

Importantly, any WFH Arrangement is a cooperative arrangement that is to be agreed between you and the Company. We request you read this letter and return a signed copy of this letter indicating your agreement to its contents.

This WFH Arrangements will apply when you work from home.

1. **Period of WFH Arrangement**

Your WFH Arrangement will commence [insert date]. From this date please do not come into the office, and commence your workday from home. This WFH Arrangement will continue indefinitely until you are advised by the Company that this arrangement has ended.

1. **WFH Arrangement**

During the WFH Arrangement, your position will remain the same as your current job description. You are to continue working your contractual hours from your home. Your working hours when at home will be [#insert – eg:8am until 4.30pm] unless otherwise agreed with your manager to adjust these times.

[#insert if desired] You are directed not to work outside your ordinary hours without prior approval.

1. **Team Conference Calls**

On each workday (ie Monday to Friday) while WFH, you are expected to be available for team conference calls at [#insert – eg: 9am and 4pm] or at any other times requested by your manager. This conference call will be conducted over [#insert platform, google, skype, facetime, Zoom, Microsoft Teams ] and will be run by your direct manager. The purpose of this conference call is to discuss and manage workflow and check in on the general performance and wellbeing of Company employees.

1. **Considerations when WFH**

While WFH you must remain at all times contactable and capable of fulfilling your duties. This includes responding to phone calls and emails.

If you have changed your home address and have not communicated this to us, you are required to notify your direct manager as soon as possible and provide details of your new home address.

You will not generally be permitted to work for an alternative location other than your home office location during the WFH Arrangement. However, if you wish to work from somewhere other than your home location, you are required to seek prior permission from your direct manager. The Company reserves the right to decline any request to work from an alternative work location if it does not consider that location is appropriate in the circumstances.

Working from home is not to be used as a substitution for personal leave or carer’s responsibilities. If you are unable to fulfil your duties due to personal illness / carer’s responsibilities, then personal/carer’s leave may apply as per your contract of employment.

1. **Property of the Company**

During your WFH Arrangement, you must ensure appropriate equipment is available to fulfil the requirements of your role. The Company understand this WFH Arrangement is being implemented promptly, therefore please get in touch if you believe you do not have appropriate equipment to fulfil the requirements of your role.

*Use of Company property*

All property of the Company used by you while WFH must be used for business purposes only and you must not provide access of Company property to family members for personal use. You should be aware of sharing passwords, providing passwords or access credentials used within an unsecured home environment and taking necessary precautions to ensure these are not used by persons other than you.

If you use Company property for the purposes of WFH, you must take all reasonable precautions necessary to secure Company property, confidential information and intellectual property. Responsibility for Company equipment whilst WFH including security and handling of property, rests with you. Any damages or loss of Company property must be reported to your direct manager as soon as possible and you must allow access to or provide the property to the Company to replace, service or repair the equipment.

*Use of personal equipment*

If personal equipment is to be used, remote access has to be granted and set up, prior to WFH, and home Wi-Fi must be available and functioning. The Company will not be responsible for configuring staff home networks, computer systems, printers or firewalls, but will assist where they are able to do so. You will remain responsible at all times for maintaining and repairing your own equipment and any associated costs.

Unless otherwise agreed, the Company will not contribute towards any internet or phone costs associated with your WFH Arrangement. Importantly to note though, these costs may be deductible as a home office expense when lodging your tax return.

You are expected to maintain an appropriate home office environment if you wish to work from home.

1. **Occupational Health and Safety**

Prior to WFH, **you must complete the attached OHS Checklist**, to ensure your home office complies with occupational health and safety requirements. Please return it to your Direct Manager.

During the COVID-19 emergency we cannot necessarily provide all of the equipment we would provide when we ordinarily consider allowing employees to work from home.

If the Company is not satisfied that your home office complies with occupational health and safety requirements, it may refuse you working from home.

Similarly, if you do not believe you can work safely from your own home, you must not perform work. In this case we may have to either have you continue working from our office, or stand you down until circumstances change.

If the Company is satisfied that your home office complies with occupational health and safety requirements, you must ensure your home office environment continues to meet the requirements of the OHS Checklist. However, the Company can revoke your WFH Arrangement at any time if it is not satisfied your home office complies with the occupational health and safety requirements.

1. **Notification requirements**

The Company will not accept liability for any injury or illness incurred while WFH. Despite this you must notify the Company:

1. immediately following any work-related incident, injury or illness which occurs while WFH;
2. concerning any significant change to your home office, such as furniture or location of technical equipment which may materially affect the employee’s ability to perform work safely;
3. if there is any change in circumstances that may affect your ability to perform your duties.
4. **Managing performance**

WFH Arrangements will be subject to you meeting the requirements of your role and should we have concerns with your performance, these will be managed by your direct manager.

1. **Terms and conditions of employment**

The contents of this letter are not intended to replace your contract of employment and the terms and conditions of your contract of employment continue to apply. In the event of inconsistencies between this letter and your contract of employment, this letter will prevail to the extent of any inconsistency up until the Company ends your WFH Arrangement.

On conclusion of the WFH Arrangement outlined in this letter, the terms and conditions of your employment will be governed in their entirety by your most recently signed Company contract of employment.

If you have any queries, please contact me or your direct manager.

Yours sincerely

[#insert name]

[#insert position]

[insert Company name]

**Employee agreement**

I agree to abide and be bound by the contents of this Working from Home Agreement.

Date: ……………………………………………………………

Signature: ……………………………………………………………

Name: ……………………………………………………………

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**Working from home OHS Self-Assessment Checklist – During COVID-19**

Work Environment

We want to ensure that you have a safe work environment when WFH. While we cannot control your work at home we want you to take the time to have a look around the environment you will be working in to ensure the areas are clear of hazards. This includes checking areas such as walkways, amenities and other areas you may access during your working day.

This checklist is to guide you through these issues. Please complete it and return it to us. If you have answered NO to any question you need to make sure you are safe to work from home before you can commence doing so.

|  |  |
| --- | --- |
| Lighting  |  |
| * The worksite is suitably lit for the proposed type of work
 | Yes 🞏 No 🞏 |
| Ventilation  |  |
| * The work site is well ventilated (natural or artificial)
 | Yes 🞏 No 🞏 |
| Temperature |  |
| * The room is able to be suitably temperature controlled – heating/cooling
 | Yes 🞏 No 🞏 |
| Floors |  |
| * Floor coverings do not present trip hazards
 | Yes 🞏 No 🞏 |
| * Flooring at workstation allows easy movement of the user’s chair
 | Yes 🞏 No 🞏 |
| Chair (If possible) |  |
| * The chair is easily adjusted from a seated position (Seat back height & angle, seat height)
 | Yes 🞏 No 🞏 |
| * When chair height is adjusted appropriately, the feet are positioned on the ground
 | Yes 🞏 No 🞏 |
| * The forearms and wrists are parallel to the floor or angled down slightly when chair height adjusted
 | Yes 🞏 No 🞏 |
| * Seat back angle is adjusted so user is in an upright position when using keyboard
* If you do not have an adjustable chair, you feel safe and comfortable with the chair you are using
 | Yes 🞏 No 🞏Yes 🞏 No 🞏 |
| Workstation Desk or Table |  |
| * Desk/table is large enough for the completion of mixed tasks (computer and reading / writing)
 | Yes 🞏 No 🞏 |
| * If documents are regularly referred to, they can be positioned & supported (ie use of document holder, or desk slope)
 | Yes 🞏 No 🞏 N/a 🞏 |
| Monitor |  |
| * Is positioned at approximately an arms distance when in an upright seated position
 | Yes 🞏 No 🞏 |
| * Is positioned at an appropriate height (neck remains in a neutral position - not required to look upwards or downwards to view monitor)
 | Yes 🞏 No 🞏 |
| * If using a laptop, this is either raised, or this is positioned on a docking station
* You feel safe and comfortable with your computer and monitor set-up
 | Yes 🞏 No 🞏Yes 🞏 No 🞏 |
| Electrical |  |
| * Sufficient power outlets are available to avoid trip hazards
 | Yes 🞏 No 🞏 |
| * Extension cabling is in good working order (ie not stretched or frayed)
 | Yes 🞏 No 🞏 |
| * Approved current protection devices (ie earth leakage circuit breakers) fitted
 | Yes 🞏 No 🞏 |
| First aid |  |
| * Access is available to suitable first aid supplies
 | Yes 🞏 No 🞏 |
| Smoke detectors |  |
| * The building is fitted with suitable smoke detectors
 | Yes 🞏 No 🞏 |
| * The smoke detectors are operational and tested regularly
 | Yes 🞏 No 🞏 |
| Noise Levels |  |
| * Noise levels are not distracting from task concentration
 | Yes 🞏 No 🞏 |

**Actions or Equipment Required**

List any actions or equipment (eg document holder, monitor stand) or modifications (eg. workstation adjustments) required. Please note if we cannot accommodate such requests you may not be permitted to work from home.

I confirm when working from home my workspace complies with the above requirement.

**EMPLOYEE NAME & SIGNATURE: ………………………………………………….**

**DATE COMPLETED: …………………………………………………..**