**WORKING FROM HOME POLICY**

This template policy is intended to assist member businesses develop their own workplace policy. The following information should be used as a guide only. Any wording changes, other than those to insert a business name, may change the context, meaning or purpose of the policy. We recommend you receive advice from the Victorian Chamber of Commerce and Industry prior to making such changes.

## Contacting the Victorian Chamber of Commerce and Industry

The Victorian Chamber’s team of experienced workplace relations advisors can assist members with a range of employment, human resources and industrial relations issues.

Our experienced workplace relations consultants can also provide assistance to both members and non-members on a range of more complex matters for a fee-for-service. The consultants can, among other things, provide training to employees, conduct investigations and provide representation at proceedings at the Fair Work Commission.

For assistance or more information, please contact the Workplace Relations Advice Line on **(03) 8662 5222.**

Disclaimer Heading

The information contained in this document has been prepared by the Victorian Chamber of Commerce and Industry in this format for the convenience and benefit of its members and is provided as a source of information only. The Victorian Chamber does not accept responsibility for the accuracy of the information or its relevance or applicability in particular circumstances. The information does not constitute, and should not be relied on, as legal or other professional advice about the content and does not reflect the opinion of the Victorian Chamber, its employees or agents. The Victorian Chamber and its employees, officers, authors or agents expressly disclaim all and any liability to any person, whether a member of the Victorian Chamber or not, in respect of any action or decision to act or not act which is taken in reliance, whether partially or wholly, on the information in this communication. Without limiting the generality of this disclaimer, no responsibility or liability is accepted for any losses incurred in contract, tort, negligence, or any other cause of action, or for any consequential or other forms of loss. If you are uncertain about the application of this information in your own circumstances you should obtain specific advice.

# WORKING FROM HOME POLICY

Date of issue:

Policy approved by:

Contact person:

## 1 PURPOSE

The purpose of this policy is to establish procedures and guidelines for employees who wish to work from home.

**ADD BUSINESS NAME]** acknowledges that working from home arrangements may be appropriate for certain positions and in certain circumstances.

It is important that working from home arrangements are consistent with the needs of **[INSERT COMPANY NAME]** and do not adversely affect other workers.

This Policy will commence from **[INSERT DATE]**. It replaces all other Working from Home policies of **[INSERT COMPANY NAME]** (whether written or not).

## 2 APPLICATION

This Policy applies to employees, agents and contractors (including temporary contractors) of **[INSERT COMPANY NAME]**, collectively referred to in this Policy as ‘worker’.

This Policy does not form part of any worker’s contract of employment or service.

## 3 DEFINITIONS

**‘Working from home’** is working away from a worker’s ordinarily contracted place of employment.

**‘Home office’** is a designated space for a worker to work while at home.

Working from home at of **[INSERT COMPANY NAME]** involves working part of the time away from the normal contracted place of employment. Only in exceptional circumstances will of **[INSERT COMPANY NAME]** permit a worker to permanently work from home.

During the time any worker is working from home, contact is to be maintained with **[INSERT COMPANY NAME]** via electronic means, such as email, hand held communication device, fax, and telephone.

Each working from home arrangement is a cooperative arrangement between **[INSERT COMPANY NAME]** and the worker. **[INSERT COMPANY NAME]** has the discretion to offer working from home to a worker where it is appropriate in the circumstances.

Workers may also apply to work from home and **[INSERT COMPANY NAME]** will consider all applications. **[INSERT COMPANY NAME]** however reserves the right to refuse an application where it is inappropriate in the circumstances.

## 4 POLICY

## Eligibility

Not all workers or all positions are suited to working from home arrangements. For this reason workers will be offered working from home on the basis of their suitability.

Workers who apply to work from home should be prepared to show their suitability.

The essential criteria for working from home includes (but is not limited to) the following:

1. possession of computer literacy;
2. the work is able to be performed off-site, for example:
	1. data entry without the need for removal of **[INSERT COMPANY NAME]’s** paper based records;
	2. engineering and design;
	3. research and development;
	4. drafting;
	5. computer design and programming;
	6. sales;
3. the presence of the skills, ability and knowledge to work autonomously; and
4. an appropriate and safe workspace at home.

Working from home will generally not be considered suitable for the following types of positions:

1. work that requires a high degree of supervision or monitoring;
2. projects that involve a large amount of teamwork and daily face-to-face contact with other workers;
3. positions that carry responsibilities for training or supervising others; or
4. positions where the worker has little control over the flow of work.

Other factors relevant to eligibility

A worker must be able to demonstrate that:

1. efficiency will be maintained or increased as a result of the arrangement;
2. the productivity of a worker’s team or work group must not be adversely affected;
3. the level of customer/client service will be maintained or increased;
4. home commitments will not detract from the performance of the work.

## Working from home part-time

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 worker and the relevant manager agreeing on the number of hours or days that the worker can spend away from the office.

## Working from home is not an entitlement

Workers should be aware that working from home is not a formal worker benefit or entitlement and that **[INSERT COMPANY NAME]** maintains at all times the right to terminate a working from home arrangement.

## Conditions of working from home

The following conditions apply to workers who work from home:

1. The worker must provide work reports and attendance records as proof of work completed.
2. The worker is to be contactable during their agreed hours of work.
3. **[INSERT COMPANY NAME]** retains the right of access to the worker at home.

Subject to prior agreement, on-site visits or inspections by officers of **[INSERT COMPANY NAME]** 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.

Particular requirements for working from home

Workers 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. Workers should not work in any area of their home, other than the home office.

Workers’ responsibilities in relation to workplace health and safety

Workers 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. Workers must allow a person, appointed by **[INSERT COMPANY NAME]**, to have access to their home office and related areas from time to time to allow them to conduct safety inspections.

Workers 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. Workers must notify **[INSERT COMPANY NAME]** 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 **[INSERT COMPANY NAME]** Workplace Health and Safety Policy.

Workplace health and safety inspection

A workplace health and safety inspection will be conducted for all working from home arrangements. As a condition of granting a worker permission to work from home, they must allow a person, appointed by **[INSERT COMPANY NAME]**, 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 worker will be exposed to risk of injury while performing work at home. Unless the risk can be minimised or eradicated to the satisfaction of **[INSERT COMPANY NAME]**, the arrangement will not be approved or will be discontinued.

Frequency of workplace health and safety inspections/ checks

As set out above, a workplace health and safety inspection or check must be conducted before a worker commences working from home. They will be provided with reasonable notice of the initial inspection.

Subsequent inspections or checks may be required from time to time. How often inspections occur will depend on how often a worker works from home and their particular working from home arrangement. This may include random audits. Random audits will only be conducted during working hours.

Workplace health and safety check

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 worker. They will be provided with a workplace health and safety checklist which must be completed, signed and returned to the employer prior to commencing work from home.

Adjustments required to make a home office safe

Where the safety inspection or check reveals that adjustments are required to a worker’s home for safety reasons, they must cooperate with **[INSERT COMPANY NAME]** in making the adjustments. If adjustments are required, a worker will not be permitted to work from home, until the required adjustments have been made.

Generally, a worker will be responsible for making adjustments to their home office and related areas. **[INSERT COMPANY NAME]** may reimburse at its own discretion, the worker in part or in full for adjustments required to make their home safe in relation to compulsory working from home arrangements, where **[INSERT COMPANY NAME]** considers this reasonable.

**[INSERT COMPANY NAME]** will not finance any structural changes to a worker’s home.

Accident or injury while working from home

If there is an accident or a worker is injured while working from home, the accident or injury must be immediately reported to management. **[INSERT COMPANY NAME]** may investigate the accident or injury. The worker must allow a person, appointed by **[INSERT COMPANY NAME]**, to access to their home for the purpose of conducting such investigation.

Equipment provided by BUSINESS NAME

**[INSERT COMPANY NAME]** will provide the necessary equipment to allow the worker to perform work from home. The equipment required will depend on the particular needs of the worker, the equipment they currently have and their particular working from home arrangement.

Generally, for regular working from home arrangements, **[INSERT COMPANY NAME]** will provide the following equipment:

1. safety equipment, including a fire extinguisher and first aid kit;
2. office furniture, including a desk, chair, lockable filing cabinet;
3. PC (either desktop or laptop, depending on the job requirements) loaded with appropriate software;
4. all-in-one fax machine, printer, copier and scanner; and
5. office supplies such as paper, pens etc.

If the worker 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.

Any equipment provided by **[INSERT COMPANY NAME]** remains the property of **[INSERT COMPANY NAME]** at all times. The worker must use the equipment for legitimate business purposes only. They must not use **[INSERT COMPANY NAME]** property for private use and must not misuse or damage **[INSERT COMPANY NAME]** property. The worker must return all equipment upon termination of the working from home arrangement with **[INSERT COMPANY NAME]**.

Responsibility for [INSERT COMPANY NAME] property

If any repairs are necessary to **[INSERT COMPANY NAME]** furniture or equipment, the worker must let their manager know as soon as possible. **[INSERT COMPANY NAME]** is responsible for general ‘wear and tear’ of **[INSERT COMPANY NAME]** property, however, if the worker or another person at their home misuses or recklessly damages **[INSERT COMPANY NAME]** property they agree to reimburse **[INSERT COMPANY NAME]** for the reasonable cost of repair or replacement of the property.

In relation to any PC provided by **[INSERT COMPANY NAME]**, the worker must comply with any applicable **[INSERT COMPANY NAME]** 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.

**[INSERT COMPANY NAME]** is not responsible for any damage caused to the worker’s personal or real property during the course of performing work at home.

Cost of telephone calls

In relation to telephone expenses for working from home arrangements, **[INSERT COMPANY NAME]** may agree to pay the cost of installing a separate business telephone line. Alternatively, **[INSERT COMPANY NAME]** will reimburse the worker for any business telephone calls or faxes on their private telephone line. In order to claim reimbursement, the worker must complete a reimbursement form and attach an itemised telephone bill with business transactions highlighted.

Where **[INSERT COMPANY NAME]** pays for installation of a separate business telephone line at the worker’s home, it must only be used for legitimate business purposes, not for private use. **[INSERT COMPANY NAME]** will pay the costs of telephone expenses on the separate business telephone line. **[INSERT COMPANY NAME]** may monitor use of the business telephone line to ensure it is not used for private purposes. As a condition of this arrangement, the worker agrees to provide **[INSERT COMPANY NAME]** with all the telephone bills for any separate business telephone line. The worker further agrees that upon termination of the working from home arrangement, the termination of employment, or as otherwise required, they will do all things necessary to immediately cancel the separate telephone line.

Cost of postage and fax transmissions

**[INSERT COMPANY NAME]** will reimburse the worker for any postage and facsimile costs used for business purposes. In order to claim reimbursement, the worker must keep a record of all business postage and facsimile transactions and complete a reimbursement form attaching itemised details of postage/faxes and tax invoices.

Cost of utilities

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

**[INSERT COMPANY NAME]** may pay a flat rate allowance for utilities where it considers it reasonable to do so. Where part days are worked from home, the worker may be paid the utilities allowance on a pro-rata basis for the hours worked in accordance with their working from home arrangement.

Insurance of work property at home

Workers must take out and maintain in force at all times, the following insurance policies:

1. occupier’s liability insurance, to a minimum amount of **ADD AMOUNT**; and
2. home contents insurance, to a minimum amount of **ADD AMOUNT**, which effectively covers **[INSERT COMPANY NAME]** property.

The worker must produce to **[INSERT COMPANY NAME]**, whenever requested to do so, evidence of an acceptable occupier’s liability insurance policy and home contents insurance policy which includes loss, theft, or damage of **[INSERT COMPANY NAME]** property.

Terms and conditions of engagement when working from home

A worker’s terms and conditions of engagement remain the same when working from home. This includes hours of work, remuneration and, in the case of an employee, leave entitlements/accruals. A worker 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.

The impact of working from home arrangement on training and development

Workers working from home will be provided with the same formal training, development, promotion, and career development opportunities as other workers. However, as a practical matter, working remotely may limit a worker’s access to colleagues and resources which may assist with their development. Workers are responsible for their own career advancement. Accordingly, it is a worker’s responsibility to liaise with their manager about training, development, promotion and career development opportunities while working from home.

Children or other family members at home

If a worker has children at home or other family members who require care or support while the worker 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 worker’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.

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 worker must obtain prior written approval from the relevant manager.

Reporting to manager

Reporting is a critical part of any working from home arrangement. The relevant manager will, as far as possible, provide advice concerning the required reporting arrangements prior to commencement of the working from home arrangement. A worker 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 worker does not comply with reporting requirements, the working from home arrangement may be terminated.

Communication with staff

Workers must inform other team members and manager of the hours/days the working from home arrangement applies and appropriate contact details. If a worker is working from home regularly, they must maintain regular communication with their manager and work team while working from home. It is a worker’s responsibility to ensure their work team can effectively communicate with them while working from home and that the worker is available to discuss work matters if required.

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

All workers working from home may be required to attend work from time to time. Even when a worker regularly works from home on designated days, they may be required to attend work on those days. In particular, workers may be required to attend staff meetings, announcements, client functions, employee training, in case of emergencies or where other work commitments arise.

When a working from home arrangement is terminated or ends

If a worker is not happy with the working from home arrangement for whatever reason, management should be informed as soon as possible.

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

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 workers.

If **[INSERT COMPANY NAME]** does not want to continue the working from home arrangement for whatever reason, it may review or terminate the arrangement at any time. **[INSERT COMPANY NAME]** does not require a worker’s agreement to terminate a working from home arrangement. If **[INSERT COMPANY NAME]** terminates a working from home arrangement, the worker will be given at least 24 hours’ notice.

If a worker working from home arrangement is terminated or ends for any reason (including at the end of a trial period) they must return all **[INSERT COMPANY NAME]** equipment within 14 days. Further, the worker must do all things necessary to immediately cancel the separate telephone line where applicable.

Security of information and property

As a remote user, a worker will be provided with access to and use of **[INSERT COMPANY NAME]** property, equipment and information, including the **[INSERT COMPANY NAME]** network. By accepting and using remote access privileges, a worker has a shared responsibility with **[INSERT COMPANY NAME]** to protect **[INSERT COMPANY NAME]** property, equipment and information against theft, unauthorised access and destruction.

Workers must take all reasonable precautions to secure **[INSERT COMPANY NAME]** property, equipment and information (both paper and electronic) within their home. This includes workers taking all reasonable precautions to prevent unauthorised access and use of such property, equipment and information.

A worker’s obligation to maintain confidentiality in relation to **[INSERT COMPANY NAME]** information continues while working from home, and is the same as if working in the office. However, given the potential security issues, a worker must take extra care to ensure confidential information is properly protected.

Steps to secure [INSERT COMPANY NAME] property, equipment and information

Firstly, workers must ensure they properly secure their home. Depending on the amount and nature of **[INSERT COMPANY NAME]** information, equipment and property stored in your home, it may be necessary to install a security system in the home. Accordingly, if requested by **[INSERT COMPANY NAME]**, a worker must allow a person, appointed by **[INSERT COMPANY NAME]**, to access their home and conduct a security assessment. If possible, the home office should also be lockable. For example, a worker may be required to install a separate lock on the home office door.

Secondly, a worker must secure all **[INSERT COMPANY NAME]** documents and portable equipment in a lockable filing cabinet and secure the key. A worker must not provide the key to unauthorised persons, including family or household members.

Finally, a worker must ensure appropriate security systems are in place on their PC (such as passwords) in accordance with **[INSERT COMPANY NAME]’s** requirements. Workers must not disclose their password to any person, including family or household members.

Breach of working from home policy

 When working from home, a worker must comply with the terms and conditions contained in this Policy. Workers will be required to enter into a formal working from home agreement with **[INSERT COMPANY NAME]**, recording the specifics of the working from home arrangement.

In the case of employees of **[INSERT COMPANY NAME]** who are found to have breached this Policy, they may be subjected to disciplinary action in accordance with relevant **[INSERT COMPANY NAME]** policies. The type and severity of the disciplinary action will depend upon the circumstances of the case and the seriousness of the breach. In serious cases, this may include termination of employment.

In the case of contractors or agents of **[INSERT COMPANY NAME]** who are found to have breached this Policy may have their contracts with **[INSERT COMPANY NAME]** terminated or not renewed.

 ***[INSERT COMPANY NAME]*** *may amend and vary this policy from time to time.*

## 5 ASSOCIATED DOCUMENTS

* **[ADD POLICY NAME]**

## WORKER ACKNOWLEDGEMENT

I acknowledge:

 I have received, read and understood the policy

 I am required to comply with the policy; and

There may be disciplinary consequences if I fail to comply, up to and including the termination of my employment.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: