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| https://www-p.unisa.edu.au/styleguide/logos/images/logo_unisa_RGB-blue.png | **WHS FORM** | **WHS52** |
| **WORKING FROM HOME – FORMAL AGREED ARRANGEMENT** *NOTE: This form supports the WHS Procedure: Working from Home – Health and Safety Considerations.*  |

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| **Workplace:** | **Date:** |

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| PART ONE – PERSONAL DETAILS |  |
| Employee family name: | Given name: |
| Contact phone No. **(work)**   **(home)** **(mobile)** |
| Occupation: | Campus: | Employee No. |
| Unit/Institute: |
| Manager: |
| Address of home-based worksite: |

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| PART TWO – PROPOSAL |
| 1. Duties to be performed at the home-based worksite:

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| 1. Days to undertake work duties at the home-based worksite:

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| 1. Designated area in the residence where the home-based work will be undertaken:

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| 1. Hours of duty at the home-based worksite:

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| 1. Conditions (if applicable):

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| 1. Duration and dates of the Agreement (commencement date, cessation date). Note the agreement is to be **reviewed at least annually**, perhaps in conjunction with the employee’s performance review.

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| **PART THREE – WORK ARRANGEMENTS** |
| 1. Time worked at home will be recorded on timesheet, diary or other appropriate record.
2. Any changes to hours / days to be worked will be arranged via a written variation to the agreement following negotiation with the supervisor and attached to the original agreement.
3. Detail the days / hours, that the employee is required to attend work at the office-based worksite.
4. Detail any meetings that the employee must attend on University business.
5. Sick leave on days at the home-based worksite will be arranged via notification to management on the day and completion of Leave of Absence form.
6. Detail any other special arrangements (e.g. overtime, flexi-time).
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| Methods for measuring work performance (detail timelines and standards to be met): …………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….……………………………………………………………………………………………………………………………………………………………………………………………. |

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| PART FOUR – Performance  |
| The University 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 worksite can be monitored. A copy of this must be attached to this working from home arrangement.  |

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| PART FIVE – Access to Home-based Worksite |
| It is acknowledged that (*management representative),* or if requested, a health and safety professional,will have access to the home-based worksite, and in normal circumstances will give (*employee full name)* at least (*number of days)* business days of (*his/her)* intent to enter the home-based worksite. In the event of an emergency situation arising, it is acknowledged that the above requirements may be waived by mutual consent.*(Employee full name)* will make all reasonable attempts to minimise access to the work area by family and personal visitors during agreed working hours. Detail any other access issues.  |

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| PART SIX – Communication Methods (between the University and the employee) |
| Urgent…………………………………………………………………………. Non-urgent…………………………………………………………………………………. |

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| PART SEVEN – Equipment and Assets |
| Detail any equipment or assets to be provided by and / or maintained by the Unit or Institute or employee. Please detail arrangements for supply, maintenance, return of equipment and assets, and complete an inventory. Provide details associated with arrangements for security and insurance of University property:…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………….……………………………………………………………………………………………………………………………………………………………………………………………. |

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| PART EIGHT – Equipment |
| Equipment belonging to the University and for use by the employee at the home-based worksite is only to be used by the employee and only for the purposes of University’s work.All University equipment is covered by the University’s Insurance, subject to the policy excess of $10,000. The policy will cover any damage or loss of equipment which has been recorded as being borrowed on this WHS52 Working from Home form. Workplace Cost Centre Managers will be responsible for the excess where applicable.Equipment owned by the University will remain the property of the University and will be maintained by the University.The employee agrees to notify the University if any problems or difficulties arise with the operation of equipment and shall (upon mutual consent) allow access as appropriate to replace, service or repair the equipment.The way consumables will be supplied will also be agreed. These arrangements will be documented and attached to this agreement.Upon the termination of the working from home arrangement, any equipment owned by the University must be returned to the University by the employee within ten working days. All equipment is to be returned in an acceptable condition.Upon receipt of University owned equipment described within Part Seven on Page 3 of this formal agreed arrangement, the employee acknowledges that they:1. will inspect the item and determine that it appears to be in good condition and in a working order at the time they receive it.
2. will familiarise themselves with the item’s method of operation and shall not try to avoid liability for damage on the grounds of not being familiar with operational procedures.
3. shall ensure that the item to be borrowed is not used by a third party.
4. shall ensure that while the item is off University premises that it shall not be left unattended or held in an unsecured environment.
5. undertake to return the item borrowed in good condition on or before the cessation date outlined in Part 2 – f) on Page 2 of this formal agreed arrangement; or if applicable, upon cessation of their employment, but also agree that the item is returnable on demand.
6. shall advise their manager immediately they become aware of any damage to or loss of the item.
7. shall, upon request, ensure the item will be made available to a member of the University's staff to check the existence and condition of the item.
8. understand that the item to be borrowed is only to be used for authorised University business and agree that they shall be liable for any fringe benefits tax, including any penalties or interest payable by the University in the event private or personal use differs from that use declared.
9. undertake to be fully responsible for the item/s listed in Part Seven on Page 2 while in their care.
10. declare that the item/s on loan will not be used to earn any income other than from the University.
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| PART NINE – Security and Intellectual Property |
| Security of information shall be applied in the same manner as for the University’s office-based employment. The employee shall indemnify the University against loss of the University’s equipment and materials.Security of information, data integrity and privacy in the home-based worksite shall mirror the University’s office-based policies. The employee is required to abide by the University’s Information Strategy and Technology Services (ISTS) policies and procedures. The employee will observe all relevant University policies and procedures and will take all necessary precautions to secure the University’s intellectual property. Rights in any intellectual property created by the employee in pursuance of his / her duties under this agreed arrangement will be governed by the University [Activities Policy (C-20.1)](http://i.unisa.edu.au/policies-and-procedures/university-policies/corporate/c-22/) and the University activities - [Intellectual Property: Ownership and Commercialisation Guidelines.](http://i.unisa.edu.au/policies-and-procedures/university-policies/research/res-22/) |

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| PART ten – Review of the AGREED Home-baseD Work ARRANGement:  |
| It is agreed that this home-based work arrangement between (*employee full name)* and (*management representative)* will be reviewed on *(at the completion date – note: review must be at least on an annual basis)*. In the event of difficulties with the arrangement from either party, either party can ask for a review of the agreement at any time.  |

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| PART eleven – Termination or Alteration of the Agreement:  |
| Termination or alteration of the working from home arrangement may occur at any time. Either party, with mutual consent, may amend this home-based work agreement. All amendments must be in writing. If the arrangement is not meeting the *Guideline for Working from Home – Health and Safety Considerations* and consultation has taken place, then termination of the agreement by either party, with (*employee full name)* returning to work at the University office-based worksite can be arranged with notice within 10 working days. |

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| PART twelve – Injury / Illness |
| The employee agrees to notify their immediate supervisor of any work-related accident, injury / illness arising out of home-based work. In these circumstances an electronic incident report must be completed (via the University’s online [Hazard / Incident Reporting & Investigation System](https://my.unisa.edu.au/Staff/OHS/)) and submitted in accordance with the [Health & Safety Online Hazard / Incident Reporting Guide](https://i.unisa.edu.au/siteassets/human-resources/ptc/files/guidelines/safety-and-wellbeing/whs_incident_reporting_guide.pdf).If the injury has resulted in medical treatment or time being lost from work (a normal working day or more), the employee is entitled to lodge a workers compensation claim form. The form will be provided once an electronic incident report has been submitted. The employee agrees to notify their immediate supervisor if they become ill and are unable to perform the duties of their position. In these circumstances an application for sick leave must be completed and forwarded to the line manager in accordance with the employee’s conditions of employment. |

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| PART thirteen – Safety and Wellbeing:  |
| It is acknowledged that both parties have obligations under theWHS Act 2012 (SA)and the Return to Work Act 2014.WHS29 Working from Home – Work Health and Safety Self-Assessment has been completed and signed by both parties and is attached to this Agreement. Any identified hazards within the checklist have been addressed.The employee agrees to cooperate with the University in all measures to ensure that the home-based worksite conforms and continues to conform to acceptable health and safety standards.The University acknowledges that it has a duty to ensure the health and safety of the employee whilst carrying out University work at a home-based worksite.All Work Health and Safety policies, procedures and guidelines that apply at the employee’s usual place of work, shall, as far as reasonably practicable, apply whilst carrying out work at the home-based worksite.The employee consents to the University having access with appropriate notice to inspect the home-based worksite to assist in meeting health and safety legislative and University Safety and Wellbeing requirements. |

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| Employee’s signature | Date: |

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| Manager’s signature | Date: |

Note: ensure completed WHS52 Working from Home – Formal Agreed Arrangement is filed at the local level.