



1 Conditions

- 1.1 A home-based work arrangement is a voluntary and cooperative arrangement. Each application for a home-based work arrangement will be considered on a case-by-case basis and approved by the staff member's manager.

2 Approval procedures

- 2.1 The University is responsible for the health, safety and welfare of the staff member at work and whilst working at the approved home-based site. The University will require the staff member to ensure as outlined in paragraphs 2.2-2.4 that the site and equipment to be used are in accordance with the provisions of the Occupational Health and Safety Act 2004. The staff member is responsible for all costs associated with compliance of the home-based work environment excluding PC equipment.
- 2.2 Prior to a staff member being granted approval to commence a Home-Based Work Agreement the staff member will designate the area in the home to be used as the workplace and complete a Home-Based Work Occupational Health & Safety Checklist. This checklist, once approved by Occupational Health and Safety, will be attached to this Agreement (see schedule 2).
- 2.3 The staff member agrees to cooperate with the University in all measures to ensure that the home-based worksite conforms to acceptable occupational health and safety standards. Prior to the commencement of this arrangement the staff member's manager will ensure Occupational Health and Safety education is provided for the staff member.
- 2.4 Monash University policies, which apply at the staff member's usual place of work shall, as far as practicable, apply in carrying out work at the home-based worksite. Policies shall be available at all times.
- 2.5 The staff member consents to the University having access by specified University personnel to visit or inspect the home-based worksite at mutually convenient times within business hours with a notice period in writing not less than 24 hours. Such inspection shall take place within designated working hours. The University may inspect the home-based worksite with an appropriately qualified person to ensure that the environment complies with the University's statutory obligations to provide for the health, safety and welfare of the staff member.
- 2.6 In the event of a dispute arising on an issue of health, safety or welfare of the staff member and for the sole purpose of resolving the dispute, the staff member consents to a duly appointed WorkCover Inspector or a representative of the University's Occupational Health and Safety unit entering the home-based worksite given a notice period in writing of no less than 24 hours. Such inspection shall take place within designated working hours. It is agreed that the staff member has a right to have a third party present during visits from the University's representative.
- 2.7 The staff member agrees to notify his/her manager as soon as practicable of any work related accident, injury, illness or disease arising out of a home-based work arrangement using the Monash University Hazard and Incident Report form.
- 2.8 It is agreed that a completed OHS checklist (Schedule 2) of the staff member's obligations will be signed and attached to Home-based Work Agreement prior to approval of the arrangement.
- 2.9 It is agreed that the staff member will notify his/her manager and complete a revised OHSE checklist immediately concerning any proposed alterations to the home-based work space or location of technical equipment. Depending on the nature of the alterations the manager will notify Occupational Health and Safety and Information Technology Services of these changes.

3 Equipment

- 3.1 The University will maintain equipment and/or software owned or leased by the University. The University also will be responsible for the provision of supplies unless otherwise agreed. A list specifying who owns the equipment and/or software will be attached to the Agreement (see Schedule 3).
- 3.2 Equipment belonging to the University used by the staff member at the home-based worksite will be used solely by the staff member for the purposes of the University's work. All equipment owned or leased by the University will remain the property of the University or lessor. The staff member agrees that the University may have access to the home-based worksite during hours of work or at an agreed time after notification in writing of not less than 24 hours for the removal of the equipment. In removing the equipment the University will take all reasonable care to minimise damage to the home-based worksite and/or property. If damage to the site is caused by the University's actions, the University will be responsible for repairs, replacement or compensation.
- 3.3 The staff member agrees to notify the University if any problems or difficulties arise with the operation of the University's equipment and return to the University campus when required to replace, service or repair the equipment. The staff member should not service, upgrade or repair the equipment supplied by the University.



- 3.4 The University shall maintain an insurance policy in respect of all the equipment owned by the University and used to carry out work for the University at the home-based worksite.
- 3.5 If approved by the manager, Head of Cost Centre, OHSE and ITS that the staff member's PC equipment is used in the home-based worksite for University work, the University will subsidise a percentage of the cost of maintenance and repair relative to the percentage used for work-related purposes.
- 3.6 The manner in which consumables will be supplied shall be agreed. These arrangements will be documented and attached to this Agreement.
- 3.7 To minimise security risks the staff member must use facilities provided or approved of by Information Technology Services to access the campus network. Reimbursement of the costs associated with such dial-in access shall be negotiated between the staff member and his/her work unit. These arrangements will be documented and attached to this Agreement.
- 3.8 The manner in which utilities will be supplied for home-based work related purposes (for example electricity and/or the provision of an extra telephone line) need to be agreed between the staff member and Manager. These arrangements will be documented and attached to this Agreement. If the University agrees to pay the cost of supplying a utility required for University purposes, the staff member is required to complete a signed Expense Payment Declaration, declaring that costs have been incurred solely for work-related purposes.

4 Security of assets and information

- 4.1 Security of information, data integrity and privacy in the home-based worksite shall mirror the University's office-based policies with the staff member required to abide by the University's Information Technology Use By Staff Policy as they would on the University's premises. It is agreed the staff member will observe all relevant University policies and procedures (see associated documents listed in the Home-based Work procedure) and shall take all precautions necessary to secure the University's equipment and intellectual property.
- 4.2 It is agreed that rights in any intellectual property created by the staff member in pursuance of his/her duties under this Agreement will be governed by Monash University Statute 11.2-Intellectual Property and the Regulations made under that Statute (see associated documents listed in the Home-based Work Policy).

5 Dependent care

- 5.1 It is agreed that a home-based work arrangement is outcome-driven and should enable the staff member to work as efficiently and effectively as an equivalent staff member on campus. This may assist with but should not be considered a substitute for dependent care.

6 Conditions of employment and variations in the conditions of employment

- 6.1 The terms and conditions of the employment between the University and the staff member that apply at the staff member's usual place of employment also apply at the home-based worksite. In particular the following will not be altered by this Agreement:
 - any applicable legislation, awards or agreements; and
 - the level of position and related remuneration.
- 6.2 It is agreed that the University and the staff member engaged in work at the home-based worksite shall not vary the terms and conditions of 5.1 above.

7 Hours of work/overtime

- 7.1 The staff member agrees to maintain an accurate and up-to-date record of the hours worked at the home-based worksite. The hours to be worked will be within the normal span of hours of the staff member's hours of work, and shall be agreed to and included in schedule 1 of this Agreement.
- 7.2 The home-based worksite may be used for overtime provided the work is agreed to by the University and the staff member prior to the overtime being carried out. No meal allowance is applicable for overtime performed at the home-based worksite.
- 7.3 The staff member is required to spend agreed time in the office on a regular basis. The travel time between the home-based worksite and the University office shall not be included as part of the staff member's normal working day unless directed by the staff member's manager.

8 Communication

- 8.1 The staff member agrees to be contactable and available for communication with the University during the periods in which home-based work is carried out. Details of the method of access (including the notification of absences from duty by the staff member) are to be attached to this Agreement.

9 Performance

- 9.1 The University and the staff member agree to establish and implement an agreed procedure, appropriate to the work, by which the performance of the staff member at the home-based worksite can be monitored. A copy of this must be attached to this Agreement.

10 Insurance

- 10.1 The staff member agrees to notify his/her household insurer of the home-based work arrangement and provide the name of the insurer to the University.
- 10.2 The staff member indemnifies the University against all loss or damage to the staff member's property and all claims by third parties in respect of personal injury and/or property damage except to the extent caused by the negligent act, error or omission of the University.

11 Review

- 11.1 It is agreed that in cooperation with the staff member's manager, Occupational Health and Safety and the Director of the Equity and Diversity Centre, a review will be undertaken annually by the Equity and Diversity Centre, to assess the impact of the arrangement on the staff member and the work unit.

12 Disputes

- 12.1 It is agreed that any grievance or dispute arising out of this agreement shall be facilitated in accordance with the procedures outlined in the Dispute Settling Procedures of the Monash University Enterprise Agreement (Academic and Professional Staff) 2009 or the AWA of the staff member, whichever is applicable.

13 Termination of the home-based work arrangement

- 13.1 Either party prior to expiry may terminate the agreement, provided that the party wishing to terminate gives reasonable notice.
- 13.2 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 1

Applicant Details

Name of Applicant:	
Position:	
Home office address:	
Home office phone:	Facsimile:
E-mail:	

Home Based Work Arrangement Details

Number of days at home-based worksite:	
Number of days at University worksite:	
Commencement date of arrangement:	___ / ___ / _____ (DD/MM/YYYY)
End date of arrangement:	___ / ___ / _____ (DD/MM/YYYY)
Hours of work per week at home-based worksite:	

Checklist

Details of work to be performed at home-based worksite (attached):	Yes <input type="checkbox"/>
Asset/equipment list attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Home-based Work OHS checklist attached.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Date OHS approved Home-based Work Checklist:	___ / ___ / _____ (DD/MM/YYYY)
Date OHS inspection completed if required:	___ / ___ / _____ (DD/MM/YYYY)

Declaration and Authorisations

I have read and understood the conditions set out in this Home-based Work Agreement. I indicate my acceptance of the terms of this agreement by signing below.

Staff member's signature:
Date	___ / ___ / _____ (DD/MM/YYYY)
Manager's signature:
Date	___ / ___ / _____ (DD/MM/YYYY)
Manager's signature:
Date	___ / ___ / _____ (DD/MM/YYYY)
Dean/Head of Cost Centre's signature:
Date	___ / ___ / _____ (DD/MM/YYYY)
Executive Director, Monash HR signature:
Date	___ / ___ / _____ (DD/MM/YYYY)

Please return the signed form to your HR Business Partner, Monash HR

SCHEDULE 2

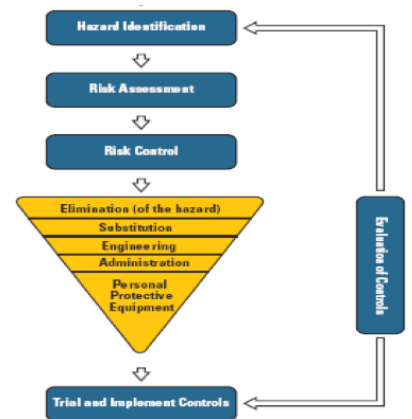
Home-Based Work Occupational Health & Safety Checklist

Under the Occupational Health and Safety Act 2004 an employer has a duty of care to provide a safe and healthy place of work for all employees. This also applies to staff that work from home as part of their employment agreement.

The aim of this document is to use a risk management approach in order to eliminate or reduce the risk of injuries and illness associated with work so far as reasonably practicable. Managing health and safety in the home office requires a process of hazard identification, risk assessment, risk control and evaluation of control measures whilst performing university work.

Below is a checklist that will provide guidance on how to identify and control the hazards, and should be completed prior to any approval or agreement is entered into.

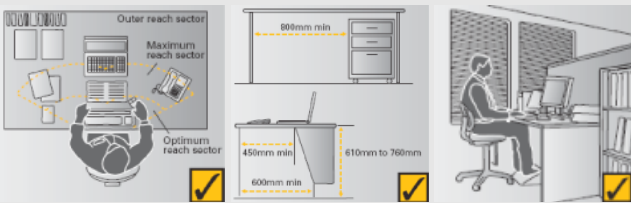
This checklist should be used in conjunction with '[Computer User Guidelines](#)', OHS education/training and approved by HR, OHS and the staff member's manager.



Designation of Home Based Site

1. Prior to a staff member being granted approval to commence a home-based work arrangement, the staff member will inform the University of the Precise Area in the home to be used as the workplace. The area designated will be deemed to be the workplace and all other areas of the dwelling will not be classified as the workplace.
2. Occupational health and safety checks need to be carried out in order to ensure that the proposed site conforms to acceptable occupational health and safety standards commensurate with the type of work being undertaken and the risk involved. The person proposing the home based work is responsible for the set-up and reasonable modifications of the home-based site, unless arrangements have been agreed to with the department.
3. The delegate can seek advice from an appropriate University occupational health and safety delegate prior to approval should there be any on-going concerns that require specialist occupational health and safety advice.
4. Approval for any proposed working from home arrangement should not be granted by the delegate until any modifications to the home based workplace as recommended by the assessment and review have been made.
5. If a suitable designated home based site cannot be identified, a working from home arrangement will not be approved.

Home Office Checklist

1. Medical	Comment	
Do you have a pre-existing injury that may be aggravated by performing tasks at the home office?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you seen a health professional about this issue?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have any recommendations from the Health Professional?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you have answered YES to any of the above questions or have any recommendations from a health professional please contact the Work Cover unit prior to proceeding.		
2. Workstation		
		
Is the workstation size adequate for the tasks to be performed? measurements – refer to 'Computer workplace design	Yes <input type="checkbox"/>	No <input type="checkbox"/>



guidelines' http://adm.monash.edu/ohse/assets/docs/guidelines/computer-workplace-design.doc			
Is there adequate leg space to allow free leg movement under the workstation?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the work surface a single continuous surface? (Dropdown keyboards are not recommended)		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is a footrest available?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Chair			
Do you have a fully adjustable chair that meets the AFRDI standard? AFRDI (the Australian Furniture Research and Development Industry).		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the chair have a 5 star base?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there adequate lumbar support?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the padding adequate?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you familiar with the chair adjustments?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Computer, Screen, Keyboard			
Is the screen approx arms length from user?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the screen height approx 400mm above work surface?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are characters sharp (no fuzzy edges) standing out against background?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Can the screen be adjusted (tilted up and down)?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there adequate space to use the keyboard in front of the screen?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Mouse			
<p>Mouse close to the keyboard to minimise stretching</p>			
Is the mouse as close as possible to the keyboard to avoid stretching for it?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the mouse on the same height surface as the keyboard?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Can the mouse be used on either side?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Other Equipment			
<p>Inline document holder (to reduce twisting to view documents)</p>			
Is a printer required?		Yes <input type="checkbox"/>	No <input type="checkbox"/>



Is a document holder required?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the document holder support the documents adequately? (Inline document holder recommended)		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have frequent or prolonged phone calls?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the phone situated on the dominant hand side?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is a headset required?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there adequate storage space?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are frequently used items stored between knee & shoulder height?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are heavy items stored on the ground?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are filing cabinets secure when opening draws?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Environment			
<p>Thermal comfort Assessing reflections</p>			
Is there adequate lighting for the tasks being performed?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Can glare be controlled by window coverings?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the room temperature comfortable – heating and cooling as required?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you attached a plan of the home-based work office including desk, power outlets, telephone and lighting?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Other considerations			
Is the floor space free from tripping hazards?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the PC protected by a circuit breaker?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are there adequate power outlets to run the PC and other equipment?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you wear multi focal glasses and find that your neck is tilted upright producing static load on your neck muscles? (if you answer yes to this question, consider purchasing glasses for computer use only)		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you notified your insurance company of the home-based work arrangement and attached the name and address of your home insurer to the Agreement?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a functioning smoke detector in the house?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has the staff member completed OHS education (training courses, ERGONOMICS, MANUAL HANDLING, and ESSENTIAL OHS)?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has ITS been notified regarding accessing the campus network?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Emergency services			
Is the 000 emergency number programmed into the home office desktop or mobile phone?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have an emergency plan in case of fire?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provided drawing of an emergency evacuation plan		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a first aid kit available and are the contents in date?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has all electrical equipment in the home office been tested and tagged in accordance with: OHS INFORMATION SHEET No:33		Yes <input type="checkbox"/>	No <input type="checkbox"/>



INSPECTION, TESTING, TAGGING & REPAIR OF ELECTRICAL EQUIPMENT? http://adm.monash.edu/ohse/assets/docs/information-sheets/testing-tagging-repair.pdf			
<p>Cooperation with your employer on workplace health & safety issues may mean:</p> <ul style="list-style-type: none"> • Following safety policies and procedures • Participating in hazard identification and reporting of issues • Resolving issues as they arise • Attending training and following the instructions given • Participating in consultation <p>On completion of this checklist please discuss this with your manager and address any concerns with your manager regarding your home based office.</p> <p>I the applicant agree that all information provided in this checklist is true and accurate in providing a workplace that is safe and without risk to my health.</p>			
Staff member's signature:		
Date	___/___/____ (DD/MM/YYYY)		
Manager's signature:		
Date	___/___/____ (DD/MM/YYYY)		
Photographic evidence attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Approved by OHS:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
OHS Directors' Signature:		
Date	___/___/____ (DD/MM/YYYY)		

Further Information and Assistance

Adherence to this policy will generally ensure compliance with University requirements and legislation. However, there may be instances where inadvertent breaches could occur. When in doubt users requiring assistance with interpretation of the policy, or who wish to report an incident, should contact:

- Director, Occupational Health and Safety Environment on 990 56014 Clifford.Verhagen@adm.monash.edu.au
- Work Life Consultant, Equity and Diversity Centre on 990 20252
- The ITS Help Desk on 990 51777 or <http://www.its.monash.edu.au/contact/>
- Policy and Consultancy Group, Monash HR, on 990 56044 or <http://www.adm.monash.edu.au/human-resources/>
- The University Solicitor's Office on 990 55126.



SCHEDULE 3

Agreed arrangements

(To be signed and attached to the Home-based Work Agreement)

1. Equipment List	
University:	
Staff:	
2. Supply of Consumables	
3. Dial in Access	
4. Utilities	