

What to Consider When Preparing a Work from Anywhere Agreement

A Work from Anywhere (WFA) Agreement is a voluntary document outlining what is agreed between the manager/supervisor and the employee.

The document will typically include the start date of the arrangement and how long it will continue before it needs to be reviewed and renewed. If you are taking a more structured approach, then ask the employee to complete a business case and use the business case to inform your Agreement.

Here are some inclusions to consider when writing your Agreement:

- The locations that the employee will work from.
- The number of days that will be spent in the office, and how many will be spent working from other location/s.
- The agreed hours the employee will ensure they can be reached, either via mobile phone, text message, email, team, or Google meetings (or the equivalent video conferencing tool).
- Whether an employee needs to have any changes to their work schedule preapproved by their manager, and an outline of what that new schedule looks like.
- The duties, obligations, responsibilities, and conditions of the WFA agreement with the Employer.
- If there will be any changes to an employee's benefits, salary, KiwiSaver, holiday, sick leave, and special leave or whether they remain unchanged should be included.
- If necessary, include confirmation that the employees work hours, use of sick leave and approval for holiday leave will follow the businesses policies and procedures.
- Include a statement that the employee agrees to maintain a safe and ergonomically sound work environment. That they need to report work related injuries to the manager as soon as possible. For very formal agreements you might want to include a disclaimer that states that the employee does not hold the Employer accountable for injury to others at the WFA location.
- Confirm that the employee agrees to provide a secure location for the Employer owned equipment and materials, and will not use, or allow others to use, work equipment for the purposes other than the Employer business.
- Confirm that all equipment, records, and materials provided by the Employer shall remain the property of the employer.

- Confirm that the employee will return Employer equipment, records, and materials by a pre agreed time frame.
- If required include any expenses the Employer might pay for e.g.,
 - Charges for business related phone calls from a personal mobile device.
 - Maintenance and repair to Employer owned equipment.
 - Employees will submit claims on an Expense Claim form along with the receipt, invoice, or other verification of the expense.
- If required include any expenses the Employer might not pay for e.g.,
 - Maintenance and repairs on privately owned equipment
 - Utility costs associated with the use of the computer at the WFA location.
 - Equipment supplies.
 - Travel expenses (other than authorised subsidies) associated with commuting to the central office.
- Any advanced approval the employee is required to request from the manager e.g., to use sick leave, holiday leave, time off, or other leave benefits.
- If concerned about potential interruptions, by persons other than work colleagues at the WFA location, you can state the employee agrees to maintain existing, dependency care arrangements during WFA periods.
- Regarding security, you may want to include a clause stating the employee will implement the right steps for good information security in the WFA office setting and will check with their manager when security matters are an issue.
- If you have an Employers security requirements and procedures policy guide, then confirm the employee has a copy.
- Another good clause is that management retains the right to modify the agreement on a temporary basis because of business necessity e.g., monthly in office business update meetings.