*Within this template document any wording highlighted in* ***RED*** *is to be completed, any wording highlighted in* ***BLUE*** *is optional and should be included or deleted as appropriate.*

*Comments provide advice and should be deleted when actioned.*

**Homeworking Policy**

**Introduction**

[Employer’s name] wishes to support homeworking where this provides practical benefits for both the worker concerned and the organisation. We recognise that the ability to work from home can help the employee remain motivated, committed and effective, which is also to the benefit of the organisation.

In all instances however, homeworking needs to be carefully managed to ensure that it is complementary to regular, normal workplace working, and is beneficial to the organisation, employee and the wider staff team.

[Employer’s name] currently has no essential home worker posts. This policy explains how to apply for homeworking, but it should be emphasised that homeworking is not suitable for some roles. We will treat each request to work from home on an individual basis, and the fact that another employee has requested, or been granted permission, to work from home does not confer any obligation to make or grant further requests from other employees.

This policy is not contractual but indicates the way in which [Employer’s name] intends to deal with homeworking arrangements. We reserve the right to vary, replace or withdraw it at any time.

**What is homeworking?**

Homeworking means working from home on an occasional, a temporary or a regular basis.

* *Occasional:* employees who work at home on an ad hoc basis, without creating any regular pattern;
* *Temporary:* employees who, for a time limited period, will work from home for some or all of their contracted hours, to meet the specific needs of either [Employer’s name] or the individual employee;
* *Regular:* employees who work from home, to the benefit of [Employer’s name] and the individual, on an ongoing / long term basis for at least 60% of their working time (for full time employees, this would be for 3 or more days per week)

In the instance of occasional homeworking, this may be an informal arrangement between the employee and the line manager, where the line manager authorises the employee to work undisturbed at home on a particular project/report, or to cater for the short term, exceptional personal needs of the employee. It may also be to accommodate recommendations from the employee’s GP or medical practitioner where they have identified that the employee may be fit to work if [Employer’s name] takes account of their suggested adjustments or alterations on either a temporary or permanent basis.

This policy does not focus on occasional homeworking, although it does touch on it. It is aimed more at homeworking arrangements that change the contractual ‘place of work’.

Homeworking does not entitle the employee to choose when and how they work. It simply means they do their job from home. The employee’s contractual obligations, including core working hours, continue to apply. Any changes would need to be agreed between the employee and [Employer’s name].

***Optional:* Eligibility and agreement to work from home**

Other than when homeworking is to accommodate recommendations from the employee’s GP or medical practitioner, or where it is a reasonable adjustment for an employee with disabilities, employees need to meet the following eligibility criteria to request working from home:

* they have successfully completed their probation period;
* no aspect of the employee’s most recent performance review meeting was assessed by the line manager as unsatisfactory;
* they are not being managed in accordance with the disciplinary or capability procedures, and there are no live disciplinary warnings or capability improvement notes on their file.

***For a particular project or report/ to meet a particular personal need***

There may be occasions where, to enable completion of a particular project or piece of work, it would be beneficial to both [Employer’s name] and the individual for the employee to work at home for an agreed period of time. In this situation the employee should discuss the requirement with their line manager.

Together the employee and line manager should consider and reach agreement on the temporary duration of homeworking, the work to be delivered during this period, any equipment requirements and any implications on any other duties that the employee has. A decision will be taken on a case by case basis.

From time to time personal situations may arise where the employee would benefit from not attending the workplace e.g. gas boiler repair or, in the case of extreme bad weather, unusual road or public transport disturbances, and instead request to work from home. [Employer’s name] is under no obligation to approve such requests, but where such a solution is practicable to both the employee and [Employer’s name], the line manager will consider the request, taking into account the following:

* Does the job need to be done?
* Can the job be completed from home?
* Is there the necessary equipment at home?

A decision will be taken on a case by case basis based on the above. The employee will only receive pay where the work can be, and is, done from home. Where the above considerations show that this is not possible, annual leave, TOIL or unpaid leave must be agreed with the employee instead.

***Sickness and ill health***

An employee who is unwell and reporting sickness absence does not have the right to work from home, nor will they be required by [Employer’s name] to work from home. Generally speaking, if an employee is too unwell to work in the office, we require the employee to take sick leave, to recover and to return to work in the usual way.

From time to time, situations may arise where an employee is unable, due to a medical condition, to attend the workplace but feels able to work from home. Examples may be a broken leg, which prohibits easy commuting or an infectious illness with no other symptoms or impact on the employee. In these cases, we require the employee to provide us with a Statement of Fitness to Work from their GP indicating that the employee is fit to temporarily undertake duties at home. We are under no obligation to provide such work if such adjustments cannot be accommodated, but where such a statement is provided, will consider the recommendation and may approve it if practicable for both the employee and [Employer’s name]. Where this occurs, the employee will be paid their usual salary for the work they do (not Sick Pay, if this would differ). In the event [Employer’s name] cannot accommodate the employee working from home, they will remain signed off as unfit for work until the Fit Note has expired.

***Flexible Working***

An employee who has 26 weeks’ service with [Employer’s name] has the right to request flexible working, which may include requesting to work from home for all or part of the working week. Under these circumstances, [Employer’s name] is not obliged to agree to a request, but is under a duty to consider such a request seriously.

If a request is agreed, the change is considered to be permanent, unless otherwise agreed, and the employee cannot simply revert to their previous working arrangements. ***Optional:*** Please see our [Flexible Working Policy] for further information.

***Disability***

Employers have a duty to make reasonable adjustments to the workplace for employees with disabilities. This may include agreement to work from home on a temporary, permanent, regular or occasional basis. In each case, a request will be considered only following medical advice.

***In all cases***

The line manager’s prior authorisation is required for each occasion or series of occasions that an employee wishes to work from home. In making the decision the employee’s line manager is responsible for ensuring that:

* the work is suited to home working and there are clear and measurable objectives and outcomes
* the employee has the necessary skills and personal qualities to do this work
* there is no increase in the workload of colleagues as a result of the employee working from home
* the employee is able to provide an adequate and suitable workspace in the home
* arrangements are in place for effective communication between the employee and the workplace
* there are no adverse effects on budgets, costs or the quality of service delivery, and
* the authorising of homeworking will not adversely affect the smooth running or overall performance of the [department/team/service].

***Optional:*** Furthermore, agreement to work from home is totally dependent upon certain criteria being fulfilled. The employee needs to:

* be sufficiently self-motivated to manage their workload independently, and under their own initiative
* be adaptable in order to solve problems and different pressures associated with working alone
* not have commitments in the workplace at the time they wish to work from home
* have notified their manager of their hours of work and location
* have left a contact telephone number and email address, and be available on both during the nominated working times
* be prepared to attend the workplace and/or work related events if so requested by their manager
* comply with [Employer’s name]’s policies including holiday, sickness absence, performance review etc.

Where homeworking is being considered for the longer term or on a regular basis the manager will take appropriate advice and will also check whether the employee's home is capable of complying with current Health and Safety requirements. This will involve ensuring a homeworking risk assessment is undertaken (see later sections) which will consider a number of health and safety factors including fire safety; first aid provision; ergonomic considerations; adequate space; safety considerations; insurance and secure storage facilities.

**Trial periods and contracts**

For any occasional or short term temporary working from home there is no requirement for any trial periods or changes to the employee’s contract of employment. If it is agreed that an employee works from home on a regular ongoing basis, a reasonable trial period may be appropriate. This will be agreed with the employee and confirmed in writing: usually the employee will be given a variation to their contract of employment, tailored to suit the homeworking arrangements and including details of any trial period.

During the trial period, the employee and line manager will review the arrangements. Either party may propose reasonable amendments to the terms of the arrangement to facilitate a smoother working arrangement.

At the end of the trial period, if the line manager determines that the trial has been successful, the homeworking arrangements can continue.

[Employer’s name] reserves the right to bring the homeworking arrangement to an end at any time during or at the end of the trial period; this would usually be where the arrangements have been unreasonable or unworkable, or the employee’s work quality etc has suffered to the detriment of [Employer’s name]. We aim to give reasonable notice in these circumstances.

**Equipment**

Occasional and temporary homeworkers will not normally be provided any equipment by [Employer’s name] for use at home. It may be applicable in some instances for employees to use [Employer’s name] equipment, e.g. a shared laptop or mobile phone, for the purposes of working from home. In this case, permission must be granted by the manager in advance of the equipment being removed from the workplace.

For regular homeworkers it may be appropriate that [Employer’s name] provide equipment as required, for example where homeworking is a reasonable adjustment for a disabled employee. Where this is done, the equipment will remain the property of [Employer’s name], and as such we will have right of access to the equipment. If an item of equipment is deemed necessary for work, the employee should contact their manager with details of their request.

An inventory of all equipment provided will be kept by the employee's manager; all equipment and furniture provided by [Employer’s name] will remain the property of [Employer’s name] at all times. On termination of either the homeworking arrangement or the employee’s employment, the equipment must be returned to [Employer’s name].

Employees are expected to ensure that proper care is taken of the equipment and materials provided by [Employer’s name] and that it is used in accordance with [Employer’s name]’s [IT and communications] policies and procedures.

Where an employee uses personal equipment for work purposes, the equipment remains their responsibility and [Employer’s name] is not liable for any loss, damage, repair or replacement of any such equipment. Equipment should be used in accordance with our [e.g. Data Protection and Acceptable Use of IT policies].

Home based workers are responsible for ensuring that they have adequate broadband and telephone facilities at home.

***Either***

The employee will be expected to cover the cost of utilities including heating and electricity necessary for homeworking.

***Or***

[Employer’s name] will contribute a reasonable amount towards the cost of utilities including heating and electricity necessary for homeworking.

***Or***

For occasional or temporary home working, the costs of electricity, water, heating, telephone, broadband and other utilities) will not be covered by [Employer’s name]; these costs remain the employee’s responsibility.

**Data Protection**

Whether occasional, temporary or regular homeworking, employees must keep [Employer’s name]’s data and materials safe and secure at all times, ensuring sufficient precautions are being taken to maintain confidentiality in accordance with our [e.g. Data Protection and Acceptable Use of IT policies].

**Hours of work**

Employees are required to work their contracted hours when working from home. Any variation of the agreed working pattern must be agreed with the manager in advance. All employees who wish to change their hours of work (e.g. from full time to part time, part time to full time, job share etc) should submit a flexible working request (subject to meeting eligibility requirements).

Employees working from home are required to act responsibly regarding the total number of hours spent on any work activity and to take their rest breaks as defined in their contracts of employment. Working hours should not be excessive and any concerns should be raised with their manager in the first instance. Equally, employees working from home are in a position of trust and are reminded that home working is not an opportunity to undertake non-work related activities during working hours. They have the same obligations to work as other employees and should therefore make arrangements to ensure that their work is unhindered by domestic concerns.

It is recognised that that regular homeworkers may feel isolated through the loss of regular contact with colleagues. [Employer’s name] will aim to keep home workers well informed of developments and changes in the organisation, and individuals are asked to keep in regular contact with their line manager. They will be required to attend performance review meetings, organisational briefings, team meetings and training events as necessary. Copies of all [circulars, notices, and any internal vacancies] will be sent directly to each regular homeworker.

**Health and Safety**

The Health and Safety at Work etc Act 1974 (HASAWA) places duties on employers, self-employed people and employees. Under the HASAWA, employers have a duty to protect the health, safety and welfare of their employees, including homeworkers.

[Employer’s name]’s health and safety policies apply to homeworkers as they do to all employees. Homeworkers themselves must also take reasonable care of their own health and safety and that of anyone else who may be affected by their actions or omissions, and are required to comply with the following considerations in respect of the space utilised as their workplace in their home environment.

***Smoking***

The ban on smoking (including the use of e-cigarettes) in the workplace does not extend to workers who work unaccompanied in their homes.

***Accidents***

Employees working from home are covered under [Employer’s name]’s insurance. Any accident that occurs whilst working at home should be reported to the employee's manager as soon as possible, in accordance with our accident reporting protocols.

***Risk assessment***

[Employer’s Name] may carry out periodic health and safety risk assessments of a homeworkers workspace, as well as maintenance checks and electrical testing.

A specific risk assessment will be done with home based employees who inform their manager that they are pregnant.

***Electrical equipment***

All employees including those who work from home, are required to use any equipment supplied by [Employer’s name] safely and in accordance with best practice and manufacturer’s guidelines. Homeworkers will be responsible for any other equipment used by them in their work activities and will continue to be responsible for the safety of electrical sockets and wiring in their home.

Homeworkers are required to immediately report any equipment defects to their line manager in the first instance.

***Fire hazards***

The following safety rules apply with respect to fire:

* All home workers are advised to install one or more smoke alarms
* Electrical equipment should be switched off at night and when away from the home
* If an unaccompanied homeworker smokes whilst working in their home, the usual fire precautions should be taken and cigarettes or matches should not be discarded into waste paper baskets
* A clear exit that is not obstructed by e.g. bags, furniture or boxes etc should be maintained at all times
* Where there are fire extinguishers, these should be kept in an appropriate position and maintained regularly.

***Housekeeping***

Home workers are requested to:

* ensure that they have adequate workspace either in a separate room in the house or a separate work area
* ensure that there are no trailing leads that they might trip over
* keep work areas free of clutter as much as possible
* ensure that their work area is maintained to work in a safe and healthy environment
* ensure that lighting and heating and ventilation is adequate.

***Security***

Homeworkers are responsible for ensuring that the same standards of security of information and equipment that would apply in the workplace are maintained.

The line manager will advise on the security measures that must be taken to protect the information used by the homeworker.

Homeworkers must not provide their personal address or contact details to any external stakeholders. It will not usually be appropriate for face to face work related meetings to be held at an employee’s home.

**Tax implications**

Any equipment provided by [Employer’s name] is intended solely for business use by the employee only. Provided this requirement is adhered to, homeworkers will not be subject to additional taxation.

Provided that the employee’s main place of work is their home, and the contract of employment makes this clear, any travel between home and [Employer’s name] workplace will be regarded as normal business mileage and may be reclaimed through our expenses procedure.

**Interested parties**

Before starting homeworking, the worker should inform any party with an interest in their property of the intention to work from home. There may be terms or conditions, leases, restraints or covenants, for example in the mortgage or title deed, which prevent working at home and it is the worker's responsibility to make appropriate arrangements.

**Insurance**

Homeworking may invalidate an employee’s home contents insurance policy; homeworkers are therefore required to ensure that their policy covers them for working at home, and should cover the furniture and equipment installed by [Employer’s name] in their home. [Employer’s name] reserves the right to request sight of the policy wording before home working commences; a copy may be taken for the employee’s personal file.

[Employer’s name] will potentially be liable at all times for loss, damage or injury caused by furniture and equipment which it has installed, irrespective of who suffered the loss. [Employer’s name] will not be liable for any loss, injury or damage that is not directly connected with the furniture or equipment that it has installed. Home workers must prevent unauthorised use of furniture and/or equipment belonging to [Employer’s name].

**Expenses**

Our normal expenses procedure applies to homeworkers. In addition it is recognised that it may be easier to purchase directly small essential items of stationery and other essential requisites through the expenses procedure. Such expenses will normally be reimbursed following the receipt of a properly authorised expenses claim form.

**Individual review**

For long term or regular homeworkers, a review of each individual's homeworking arrangements will be held every [six] months, to ensure that they continue to operate effectively. Reviews may occur more frequently if the need arises.

If any issue arises that causes an employee to no longer meet the eligibility criteria outlined in this policy, or if for any reason the manager feels that the homeworking arrangement is not working, [Employer’s name] may, at its discretion, terminate the homeworking arrangement. Where it is possible for the employee to return to office based work the manager will consult with the employee and give statutory notice of the change in work location.

If at any time the employee encounters any personal or domestic difficulties that prejudice the homeworking arrangements, they should inform their manager, who will discuss the possibility of making alternative arrangements either on a temporary or permanent basis.

**Policy implementation and review**

This policy is implemented with effect from [date]. The [Job title] has overall responsibility for implementing and monitoring this policy, which will be reviewed on a regular basis following its implementation and may be changed from time to time.

Any queries or comments about this policy should be addressed to the [job title/the line manager].

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