

# HOMWORKING POLICY

## 1. About this policy

- 1.1 We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy.
- 1.2 This policy sets out how we will deal with requests for homeworking, and conditions on which homeworking will be allowed. If you are allowed to work from home you must comply with this policy.
- 1.3 This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

## 2. Homeworking arrangements

- 2.1 There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you:
  - (a) when a dependant becomes unwell or arrangements for their care break down at short notice;
  - (b) when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg);
  - (c) when public transport has been disrupted (for example by the weather or by a strike, that affects your travel arrangements); or
  - (d) when a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.
- 2.2 In these circumstances working at home can be authorised by your line manager where, in their opinion:
  - (a) you have work that can be undertaken at home; and
  - (b) working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.
- 2.3 Your line manager will, where necessary, liaise with **[POSITION]** to confirm arrangements.

2.4 You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

### **3. Applying for homeworking**

3.1 After successful completion of your probationary period, you can make an application for homeworking which will be considered on its merits. However, not all roles and not all jobs are suitable for homeworking.

3.2 A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

- (a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);
- (b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- (c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
- (d) you have an unexpired warning, whether relating to conduct or performance; or
- (e) you need supervision to deliver an acceptable quality and/or quantity of work.

3.3 If you wish to apply to work from home you will need to be able to show that you can:

- (a) work independently, motivate yourself and use your own initiative;
- (b) manage your workload effectively and complete work to set deadlines;
- (c) identify and resolve any new pressures created by working at home; and
- (d) adapt to new working practices including maintaining contact with your line manager and colleagues at work.

3.4 To be considered for homeworking you must submit a written application to [POSITION]. Your application must state:

- (a) why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out in paragraph 3.3;
- (b) whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least [eight] weeks before your proposed start date so that your request can be considered;
- (c) whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;

- (d) how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
  - (e) the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
  - (f) if different from your current hours of work, the hours of work that you propose apply when you are working at home; and
  - (g) how you envisage maintaining contact with your [POSITION], how your work will be set and progress monitored.
- 3.5 It may assist your application for homeworking if you first discuss your proposal with your line manager informally. This may identify potential problems with your application, such as a need to be in the office on occasions you had not considered, which your application can then address.
- 3.6 In considering your application [POSITION] may invite you to a meeting to discuss your proposals.
- 3.7 We may also ask for you to agree to a home visit by [POSITION] in order to carry out a risk assessment.
- 3.8 We will try to respond to your request within [eight] weeks of your request.
- 3.9 If your request is refused we will give you written reasons for the refusal. If you are not happy with the decision you may appeal by using our Grievance Procedure.
- 3.10 If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period.
- 3.11 Any terms on which it is agreed that you may work from home will include the following:
- (a) We reserve the right to terminate the homeworking arrangements, subject to reasonable notice.
  - (b) You will be subject to the same performance measures, processes and objectives that would apply if you worked in the office.
  - (c) If you are subject to a warning for any reason your homeworking arrangements may be terminated immediately and you will be expected to return to work at our premises.
  - (d) Your [POSITION] will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will also inform you of meetings or training sessions that you must be able to attend in the office and ensure that you are kept up to date with circulars and information relevant to your work.

- (e) Working at or from home may affect your home and contents insurance policy. You must make any necessary arrangements with your insurers before commencing homeworking, ensure that you have public liability cover for at least [AMOUNT] and provide us with a copy of your current insurance policy].

#### **4. Working at home: equipment**

4.1 [We will provide any equipment that we consider you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:

- (a) [use it only for the purposes for which we have provided it;]
- (b) [take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and]
- (c) [make it available for collection by us or on our behalf when requested to do so.]

4.2 [It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.]

4.3 We are not responsible for associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.

#### **5. Working at home: data security and confidentiality**

5.1 All equipment and information must be kept securely. You should take all necessary steps to ensure that private and confidential material is kept secure at all times. [POSITION] must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

5.2 You may only use equipment which has been provided or authorised by us. You agree to comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.

5.3 You confirm that you have read and understood our policies relating to computer use, electronic communication and data security and that you will regularly keep yourself informed of the most current version of these policies.

5.4 If you discover or suspect that there has been an incident involving the security of information relating to the company, clients, candidates or anyone working with or for the company, you must report it immediately to your manager.

## 6. Working at home: health and safety

- 6.1 When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. =
- 6.2 We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.
- 6.3 You must not have meetings in your home with candidates and must not give candidates your home address or telephone number.
- 6.4 You must ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.
- 6.5 You must use your knowledge, experience and training to identify and report any health and safety concerns to [POSITION].
- 6.6 [When you are working at or from home you are covered by our accident insurance policy. Any accidents must be reported immediately [POSITION].]

## **SCHEDULE 2. CAREER BREAK POLICY**

### **1. About this policy**

- 1.1 We recognise that there are times when employees may want or need to take a period of time away from work. We are committed to long-term career development and to retaining staff wherever possible and so permit employees to apply for [a OR an unpaid] career break under this policy.
- 1.2 A career break can provide staff with an opportunity for personal development (such as extended periods of travel, voluntary service overseas or to pursue further education) or to fulfil personal or domestic commitments. However, a career break may not be the most appropriate way of meeting your needs and, in some cases, we may suggest a more appropriate alternative. We will not allow a career break for the purpose of taking up alternative employment or starting a personal business venture.
- 1.3 This policy applies to employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Eligibility**

To be considered for a career break, you must have:

- (a) at least [NUMBER] years' continuous employment [although we may consider employees with less service on an exceptional basis]; and
- (b) a good record of performance.

### **3. Application process**

- 3.1 You should first discuss the career break you wish to take informally with [POSITION] to outline the reason for your request, the proposed length of your absence and consider how your workload might be managed while you are away.
- 3.2 You should then submit a written application for a career break to [POSITION] at least three months before the anticipated start date. [In exceptional circumstances we may waive this time limit.] Your application should set out:
- (a) the reason for your proposed career break;
  - (b) the dates between which you wish to take your career break;
  - (c) whether you have previously taken any career breaks and, if so, the dates between which you have taken them;
  - (d) the benefits to our business, if any, of your proposed career break; and
  - (e) how you consider your work can be covered in your absence.

#### **4. Responding to your application**

- 4.1 Each application will be considered on its own merits. You should not commit yourself to plans before your application for a career break has been agreed by us in writing.
- 4.2 When considering your application the following are examples of the factors that will be taken into account:
- (a) The purpose of, or reasons for, the career break.
  - (b) The period of absence requested.
  - (c) Your performance record.
  - (d) The number and length of any previous career breaks taken.
  - (e) The operational needs of our business.
  - (f) The need to retain your skills, knowledge and experience.
  - (g) Our ability to cover your duties on a temporary basis.
  - (h) The potential benefits of the proposed career break.
- 4.3 We will try to respond to your request in writing within **[NUMBER]** days of receipt of your written application.
- 4.4 We may hold a meeting to discuss your request if we think this will be helpful.
- 4.5 If your request for a career break is refused we will explain the reasons for our decision. If you believe you have been unreasonably refused a career break or have been victimised for requesting one, you may raise a grievance under our Grievance Procedure.
- 4.6 If we accept your request we will write to confirm the start and return dates for your career break and will set out the changes to your terms of employment. You must sign and return a copy of the letter to accept the changes and until this is received your career break will not have been agreed.

#### **5. Conditions for taking a career break**

- 5.1 Career breaks can be granted for **[between [a minimum of] [LENGTH OF TIME] and [a maximum of] [LENGTH OF TIME] OR up to [NUMBER] [months OR years]].**
- 5.2 **[In order to take a career break you will have to resign from employment. Where practicable we will return you to the job in which you were employed before your career break, although this cannot be guaranteed. If we cannot return you to the same job we will take reasonable steps to find you a similar job to that in which you worked before your break. [After you return, your employment will be treated as continuous with the period before the career break.]]**
- 5.3 **[In some cases, we may only be able to agree to a career break on condition that you remain available:**

- (a) [To cover for holidays, sickness absence or to assist during peak workloads.]
- (b) [To attend training courses or meetings to be updated on workplace developments.]
- (c) [To visit the workplace on up to [NUMBER] keeping-in-touch days each year, pro-rated if your career break is for less than a year.]
- (d) [You may not take more than one career break while working for us **OR** you may in some circumstances be permitted to take more than one career break while working for us provided that [there has been a gap of at least [TIME] since returning from your last career break and the total time taken by way of career breaks does not exceed [TIME]]. [A fresh application must be made under this policy for each career break requested.]]

## 6. During a career break

- 6.1 [Where possible, you will be given [at least] [TIME] notice of any requirement to attend [work **AND/OR** any keeping-in-touch days] during your career break. These will be paid at the rate of pay applicable before the start of your career break and any period of work during a career break will count towards your service-related benefits.]
- 6.2 [Unless specifically agreed at the time your career break is approved, you will not be obliged to do any work or attend any events during a career break and will not be penalised for declining to do so; nor is [POSITION] obliged to offer you work while you are on a career break. Any arrangements for working during the career break must be agreed with [POSITION] including the work to be done and arrangements for payment. Work could include any activity done under the contract of employment, but may also include training or other events.]
- 6.3 You will share in the responsibility for keeping in touch with us during your career break. You should make arrangements to be kept up to date with developments with [POSITION]. You are expected to maintain any professional links and to keep up to date with any significant developments in your area of work.
- 6.4 You must tell [POSITION] about any change of address or other contact or personal details during your career break.
- 6.5 In the event that during your absence the role from which you are taking a career break is affected by reorganisation, restructuring or redundancy, every effort will be made to consult with you as appropriate.
- 6.6 You must obtain prior written approval from [POSITION] before undertaking paid work for anyone else during your career break.

## 7. Returning from a career break

- 7.1 We are committed, as far as is reasonably practicable, to offering you [the opportunity to return to the post you held before your career break **OR** priority consideration for any post within the same undertaking doing the same type of work at the same grade as you carried out before your career break].

- 7.2 When approving your request for a career break we will agree when you will need to contact us before your return date to confirm arrangements. It is likely to be [TIME] before your return date.
- 7.3 Consideration will be given to a request to return earlier than an agreed date although it may not be possible to accommodate such a request.
- 7.4 If you are prevented from returning to work on your return date due to ill-health, you must contact [POSITION] as soon as possible in accordance with our Sickness Absence Policy.
- 7.5 If you are unable to return to work in accordance with previously agreed arrangements for any reason other than ill-health you must immediately contact [POSITION].
- 7.6 If you wish to terminate your employment while on a career break, unless the amount of notice required from you to do so has been varied by agreement with us, you will be required to give notice in accordance with the terms of your contract.