**Homeworking Policy: Employees**

From *Daniel Barnett’s HR Policies 2020*

Because of the need for homeworking during the coronavirus crisis, barrister Daniel Barnett has generously allowed his model homeworking policy for employees to be used free of charge for your own organisation or business (<https://www.policies2020.com/homeworking>). However, solicitors and similar professionals using it for their clients will need to purchase his full suite of 20 policies, which includes a licence for such use (<https://www.policies2020.com>).

This MS Word copy has been distributed through Sandy Adirondack’s legal update emails for voluntary organisations (legalupdates@sandy-a.co.uk). Sandy has created a separate policy, adapted from this one and available from the same email address, for volunteers working from home.

1. **Overview**
	1. Homeworking can be really beneficial for individuals and organisations. We try to accommodate it wherever possible.
	2. This policy explains how to apply for homeworking, and the things we take into account when considering your request. It also covers the safeguards that need to be put in place and the practical arrangements that make homeworking a success.
	3. This policy does not form part of your employment contract and we may update it at any time.

**2. What is homeworking?**

2.1 Homeworking means working from home on an occasional, a temporary or a permanent basis. It could be a one-off day. It could be a new pattern of working partly from home. It could be working entirely from home for a fixed period or indefinitely. There are lots of options.

2.2 Homeworking does not entitle you to choose when and how you work. It simply means you do your job from home. Your contractual obligations, including your core working hours, continue to apply. Any changes would need to be agreed between us.

*Occasional homeworking*

2.3 There are various reasons why you might want or need to work from home on a particular day or for a short period. These could include:

* logistical difficulties in getting to work, for example on a snow day;
* needing to concentrate on a work document in a quiet environment.

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

*Homeworking that changes your ‘place of work’*

2.5 This is when you have agreed a new working arrangement with us. It is where your home becomes your working base for at least some of the week/month, temporarily or permanently.

2.6 You can either follow the procedure set out in this policy, or the procedure set out in our Flexible Working Policy.

**3. Is your role suitable for homeworking?**

* 1. We will consider your homeworking request under this policy if you are an employee and have passed your probationary period **[**and completed all necessary training**]**, or where homeworking is a reasonable adjustment under the *Equality Act 2010*.
	2. We will need to be satisfied that your role is one that is suited to homeworking (not all are).
	3. You will also need to have the personal attributes and skills that mean you should be able to do your job effectively from home. Things like:
* the ability to work independently;
* self-motivation;
* self-discipline;
* good time management;
* the ability, through remote technology, to access materials you will need and speak with people you’ll need to speak with;
* being able to separate work life and home life.
	1. Your personnel record, including your recent conduct and performance levels and any unexpired warnings, will be taken into account when we make any decisions.
	2. Your home environment must be suitable for homeworking. This includes having a decent working area, and a reasonably strong internet connection.
1. **How to do I apply for homeworking?**

4.1 Occasional homeworking usually needs to be arranged at short notice. That might be because your child wakes up unwell (in which case you should also consider your right to take time off to care for a dependant), or where poor weather makes it advisable for you to stay at home. In those types of situations, you should contact **[**NAME**]** as soon as you think you will need to work from home. They will decide whether or not to authorise homeworking on that occasion **[**but you can assume it will be allowed unless you are told otherwise**]**.

* 1. If you would like to make homeworking a normal part of your contract, you should discuss this with **[**your manager**]** **[**a member of the HR team**]** as a first step. If you then decide to make a formal request for homeworking under this policy, send an application letter or email to **[**NAME**] [**your manager**] [**a member of the HR team**]**.
	2. It is important that we have enough time to consider your request properly, so please send any request to us plenty of time in advance of when you would like the homeworking to begin.
	3. If you are applying for homeworking as a flexible working request (which has a special formal process set by employment law) you must be clear about that and follow our Flexible Working Policy.

**5. What should I include in my application?**

5.1 Tell us in as much detail as you can about the homeworking arrangement you are proposing. In particular:

* What your working week/month would look like.
* Whether homeworking would be a temporary or a permanent arrangement.
* When you would like the homeworking to begin.
* How you think homeworking could work for you, for your role and for us.
* Why you think you and your role are suited to homeworking.
* How you would do your job just as effectively from home.
* How you would maintain proper contact and relationships with **[**colleagues**]**, **[**clients**]**, **[**customers**]**, **[**suppliers**]**, **[**your manager**]**.
* How you would protect confidential information belonging to us and to our **[**clients**]**, **[**customers**]**, **[**staff**]**, **[**suppliers**]**, **[**associates**]**, **[**contractors**]**.

5.2. If you believe that homeworking would be a reasonable adjustment under the *Equality Act 2010*, you should tell us that and explain why.

**6. When we receive your request**

* 1. We will meet with you as soon as possible to discuss your proposed homeworking.
	2. We may want to visit your home (possibly more than once) to assess its suitability, which may include carrying out a health and safety risk assessment. We may require you to arrange and pay for any necessary modifications and may refuse your homeworking request if those modifications are not made within a reasonable timeframe, or if they do not rectify any health and safety risk(s) identified.
	3. We may also want to carry out a data protection risk assessment before deciding whether or not to agree to the homeworking.
	4. We will write to you to let you know whether we agree to the homeworking. Each request is considered on its own merits. Even if we have approved a similar request in the past, we are not tied to doing the same in the future.
	5. If your request is approved we will probably want you to complete a trial period. If that trial period is unsuccessful, you may need to return to the previous contractual position, unless some other arrangement can be agreed.
	6. If you are unhappy with a refusal of your request under this policy, you should write to **[**NAME**]** within **[**one week**]** of our decision, explaining your reasons.

**7. Setting up the homeworking**

*Property and equipment*

7.1 We might loan you some of the things you will need to be able to do your job properly and safely from home. These may include **[**stationery**]**, **[**a laptop/desktop computer**]**, **[**desk and chair**]**, **[**secure filing cabinet**]**, **[**shredder**]**, **[**dedicated phone line**]**, **[**mobile phone**]**. We may ask you to **[**cover**]** **[**contribute to**]** the cost of any necessary installations such as broadband connections.

7.2. You must take good care of anything we loan you and return it to us when requested.

7.3 You **[**may**] [**may not**]** use the equipment or other property we provide for **[**reasonable and lawful**]** personal/family use.

7.4 If you intend using any personal equipment such as a computer for homeworking you must check with us first. We will need to make sure that it’s suitable. Any personal equipment that we agree to you using remains your responsibility, so you would need to cover the cost of things like repairs.

*Household bills*

7.5 **[**You will be expected to cover**] [**We will contribute a reasonable amount towards**]** the cost of utilities including heating and electricity necessary for your homeworking.

*Mortgage, lease and insurance*

7.6 You are responsible for making sure that your mortgage or lease and home insurance do not restrict or prevent your home being used for work.

7.7 You should discuss with your home insurer any changes that may need to be made to your policy to ensure that you are fully protected while working from home. **[**You are responsible for any additional premiums**]** **[**If any necessary changes mean an increase in your premium, we will **[**cover**] [**contribute to**]** that extra cost during the homeworking**]**.

*Tax*

7.8 There may be tax implications to homeworking. You should get specific advice on this.**]**

**8. Managing the homeworking**

8.1 Employees who work from home are subject to the same rules, procedures and expected standard of conduct and performance as all other employees. Contractual obligations, duties and responsibilities remain in place, as do our workplace policies.

8.2 We want you to remain as involved as possible in our business and our activities while you are working from home. This includes having access to company news, events and benefits, as well as opportunities for professional development, training and promotion.

8.3 We will keep in regular contact with you during your homeworking via **[**phone**]**, **[**email**]**, **[**video conferencing**]** and **[**face-to-face meetings**]**.

8.4 If you at any point feel isolated, left out, or lacking guidance or support you should discuss this with **[**your manager**] [**a member of HR**]**.

8.5 Where an IT or other problem prevents you from working effectively from home, you should contact **[**NAME**]** straightaway. We may need you to come into work until the issue has been resolved.

8.6 If you cannot work on a homeworking day because of illness or injury, you must follow the procedure set out in our Absence Management Policy.

**9. Expenses**

9.1 We will reimburse you for your reasonable **[**postage**]** **[**photocopying**] [**printing**]** costs and your reasonable travelling costs **[**in respect of meetings with us **[**and with clients/customers**]]**.

9.2 You should email your expenses claim form to **[**your manager**]** **[**NAME**] [**at the end of each month**]**.

**10. Health and safety**

10.1 We may carry out periodic health and safety risk assessments of your homeworking, as well as maintenance checks and electrical testing.

10.2 You have a responsibility to take reasonable care. If you have any health and safety concerns, or if an accident or incident takes place, you must immediately report this to **[**NAME**]** in line with our Health and Safety Policy.

10.3 It will not usually be appropriate to hold **[**client**]**, **[**customer**]**, **[**work-related**]** meetings in your home, or to give out personal details like your address. If you are unsure about any aspect of this, contact **[**your manager**] [**a member of HR**]**.

**11. Security, confidentiality and data protection**

11.1 Our high standards must be adhered to at all times. You should familiarise yourself with our Data Protection Policy in particular.

11.2 Data protection risk assessments will be carried out periodically.

11.3 Only equipment that we have authorised may be used for homeworking.

11.4 Whenever you are prompted to install a legitimate update to your computer or other equipment, you must do so straightaway.

11.5 You must report any actual or potential breach of security, confidentiality or data protection to **[**NAME**]** immediately.

11.6 If you are in unsure about any aspect of security, confidentiality or data protection, you must speak with **[**your manager**] [**our IT manager**] [**a member of HR**]**.

**12. Accessing your home**

12.1 We may need to access your home to set up the homeworking and to carry out risk assessments, checks, and repairs to our equipment.

12.2 We may also need access in order to retrieve our property, whether during the homeworking, at the end of the homeworking arrangement, or when your employment ends.

12.3 We will give you as much notice as possible that we need to enter your home and you must cooperate with our reasonable requests.

**13. What if you move house?**

13.1 We will reassess the homeworking arrangement.

13.2 If we consider that the house move would make, or has made, homeworking unsuitable, we will discuss this with you and we may decide to bring the homeworking to an end. If that happens you will usually be able to return to your previous contractual place of work, although that cannot be guaranteed.

**14. Ending the homeworking arrangement**

14.1 If you want to bring your homeworking to an end, you should speak with **[**your manager**] [**a member of HR**]**.

14.2 We may decide to end your homeworking arrangement on reasonable notice if we think that it is not working as it should, or that it has become or will soon become unsuitable.

14.3 If homeworking has become unsuitable because of your conduct or performance, we may terminate the homeworking arrangement immediately **[**and require you to return to the normal location for your role**]**. We may decide to implement our Disciplinary Policy or our Performance Improvement Policy, which could lead to you being suspended and/or your employment being brought to an end.

14.4 When your homeworking arrangement has ended, we will usually be able to bring you back into the workplace, but that cannot be guaranteed (and may not be appropriate if we take action under 14.3 above).