

**HR Procedure**

**Home Working Procedure**

Introduction

This home working procedure provides guidance on how to assess and introduce home working following an agile working application.

This is a supplementary procedure to support agile working requests that include an element of home working and therefore should be usedin conjunction with the [Agile Working Procedure](http://www.intouch.ccc/hr/pay_benefits/default.asp?row=6&tab=1).

Procedure

1. Any agreement to work from home on a regular basis will be subject to:
	1. An agile working application as outlined in the Agile Working Procedure,
	2. The agile working application process as outlined in section 5 of the Agile Working Procedure,
	3. the relevant home working assessment and checks relating to health and safety and information security,
	4. a home working agreement.
2. When considering agile working applications for home working, managers should adhere to the timescales, process and conditions set out in the Agile Working Procedure.
3. A home working assessment checklist is available in Appendix 1. This should be completed without unnecessary delay, and the conditions should be satisfied before any arrangement, including a trial period, begins.
4. If, following the home working assessment, home working is deemed unsuitable and adjustments are not possible, the arrangement will not be feasible.
5. If a home working arrangement is put in place, employees and managers are required to sign and adhere to a home working agreement before the arrangement begins. The home working agreement can be found in Appendix 2.

### Managers have a responsibility to ensure that the home working arrangement is managed in line with the conditions set out in the home working agreement.

### Managers must issue the home working agreement to the employee and ensure that a copy of the signed document is provided to the HR Service Centre so that it can be held centrally on the employee’s personal file. The employee must also be provided with a copy of this agreement for their reference.

### The council will provide all required equipment to support employee’s in carrying out their role from home. Managers must arrange for the appropriate equipment to be provided.

### With the exception of trial periods:

The normal period of notice to terminate the Homeworking Agreement on either side is 4 weeks. However, an employee or manager must have valid reasons for ending the arrangement. In emergencies the arrangement will be reviewed and may be suspended or terminated with immediate effect. Additional notice can be provided by mutual consent and where operationally practical.

1. There is no right to appeal the withdrawal or amendment to a home working arrangement

**Appendix 1: Home Working Checklist**

The following home working checklist must be completed by the line manager in discussion with the employee prior to any home working arrangement being implemented.

|  |  |  |  |
| --- | --- | --- | --- |
| Statement | Yes | No | Yes – with changes |
| The equipment required to allow home working to take place is available and can be provided by the council without resulting in an **unreasonable** additional cost to the department. This will be determined on a case by case basis and line managers should contact HR for advice if required.  |  |  |  |
| The employee has a suitable internet and telephone signal and connection to work effectively? Contact ICT if advice is required. |  |  |  |
| A contingency plan is in place to enable the employee to carry out work effectively during short term and ad hoc occasions where home working from becomes difficult - e.g. where short term technical difficulties are experienced |  |  |  |
| Line manager and employee do not foresee the arrangement impacting on team or individual performance/development and the employee has the behaviours, skills and knowledge to work independently in the role.  |  |  |  |
| There are no existing conduct or performance issues that would deem the new home working arrangement unsuitable. Contact HR for further advice if required |  |  |  |
| The health and safety checklists outlined in the following health and safety procedures has been carried out and are satisfactory?* H&S procedure number 23 – H&S for home workers
* H&S procedure number 24 – Lone Working
 |  |  |  |
| The employee has a safe and appropriate environment within the home where information can be securely stored? |  |  |  |
| The employee is aware of their obligations in respect of information security and data protection, have read and understood the relevant guidance and completed the online training. Requirements may change on a case by case basis and line managers should contact Records Management for advice if required.  |  |  |  |
| The employee is aware of their obligations to attend meetings and remain in regular and effective communication, even when home based? |  |  |  |
|  Where applicable, details of the trial period have been confirmed to the employee in writing? |  |  |  |
| Employees are aware that childcare or caring for a dependent cannot be undertaken at home during working time and that alternative provisions must be in place.  |  |  |  |
| The employee has read, understood and signed the home working agreement.  |  |  |  |
| Signed Line Manager: |  | Date |  |
| Signed Employee: |  | Date |  |

**Appendix 2: Home Working Agreement**

Name

Address 1

Address 2

Address 3

Post Code

Position:

**Expression of Interest in Home Working**

Further to your expression of interest in home working your request to work from home for XX hours on [working pattern], has been approved subject to the following conditions set out in this document.

Home working arrangements will take effect subject to the following conditions:

1. That the equipment required allowing home working to take place is available and can be provided by the council without resulting in an **unreasonable** additional cost to the department.
2. That you have an appropriate WiFi connection and signal speed to enable you to work effectively from home, maintain effective communication and access necessary files.
3. That you have an adequate mobile phone reception in the home working environment when using a county council handset.
4. That a contingency plan is in place and has been agreed with your line manager to enable you to carry out work effectively during short term and ad hoc occasions where home working becomes difficult- e.g. where short term technical difficulties are experienced.
5. That the arrangement will not impact on team or individual performance/development and that you have the behaviours, skills and knowledge to work independently in the role.
6. That there are no existing conduct or performance issues that would deem the new home working arrangement unsuitable.
7. That where appropriate, necessary learning and development activities are carried out prior to the arrangement taking place.
8. That the appropriate Health and Safety assessments have been successfully completed, including the completion of checklists and risk assessments as outlined in:
	* Health and Safety Procedure number 23 - Health and Safety for Home Workers
	* Health and Safety Procedure number 24 - Lone Working
9. That you are able to maintain data security and confidentiality in the home working environment and you are aware of your obligations in respect of data security.
10. You adhere to the conditions set out in this document.

**Trial Period (where applicable)**

The home working arrangements described above will be in place for a trial period of 3 months. The start date of this trial period will be arranged when conditions outlined above (1-9) have been satisfied. The conditions must be satisfied as soon as possible, with the trial home working arrangement being put in place no longer than 3 months from the point of approval.

The home working arrangements will be reviewed on a regular basis during the trial period to ensure there is no detrimental impact on the service and that the arrangements are working for you. If the trial period is unsuccessful from either end, the arrangement can be amended appropriately by mutual agreement, or terminated at any point by your line manager or yourself.

If your trial period is successful, this will be confirmed to you in writing. Following a successful trial period, the home working arrangement will become permanent, or if your contract is temporary, the arrangement will be put in place for the remainder of your contract. This will be the case unless informed otherwise.

**Time recording**

The normal flexi time scheme and any individual flexible working arrangements will continue to apply to this home working arrangement.

The normal employee and employer responsibilities relating to the Working Time Regulations continue to apply to this home working arrangement.

**Conduct and Performance**

The same conduct and performance expectations are in place for employees that work from home, on the go or in an office environment.

Any alleged misuse or abuse of the home working facility will be considered and dealt with in line with the disciplinary policy and poor performance will be managed in the normal way in line with the capability procedure.

The home working arrangement may be terminated as a result of the management of conduct or performance under the council’s disciplinary or capability procedures.

**Expenses and household bills**

You are advised to contact your household insurance provider, mortgage lender or landlord, along with your broadband/internet provider and any other relevant party to inform them that you will be undertaking work from home before the arrangement begins.

No reimbursement will be provided in cases where household providers stipulate additional charges for their services relating to home working.

No reimbursement for household or installation bills will be provided with the exception of business related telephone calls as outlined below:

All home working employees will be provided with a business mobile phone and you should use this as the primary telephone device when working from home. Should business calls be necessary from a private phone line, the cost of these calls will be reimbursed upon receipt of an expenses claim and itemised phone bill.

**Travel**

Normal arrangements apply.

**Meetings and Access**

For security purposes, you must not divulge your home address or personal telephone number to clients, customers or service users. Home workers must not use their own home for meetings. This includes line manager/supervisory meetings and meetings with colleagues.

Access to your home may be required in **exceptional** circumstances and visits to the home will be made with reasonable notice and at a mutually agreed time. Access may be required to resolve ICT issues, assess any H&S risks, retrieve council property or to carry out a sickness absence “home visit” in accordance with the positive attendance policy.

Initial health and safety risk assessments should be carried out in the normal way by the employee and therefore would not normally require household access.

**Leave, sickness, other absences and availability for work**

It is essential that you follow established procedures for booking leave, reporting sickness or injuries and agreeing other absences with your manager.

Employees must not carry out caring activities for a dependent *whist* working from home and normal reporting procedures should be adhered to while you are not available for work.

**Provision of Equipment**

The County Council will provide the necessary equipment to facilitate a suitable and appropriate home office environment where it is practical to do so. If, due to the nature of the job, equipment is required that would be impractical in a home environment and/or come at a considerable cost, the home working arrangement may not be possible.

This may apply to required equipment over and above the normal DSE requirements for workstations.

**Changing Circumstances**

Should any home working conditions change, which may impact on the quality of the working environment, you must inform your line manager as soon as possible. This applies but is not limited to the following circumstances:

* Workstation changes
* Workplace hazards
* Security breach/risk
* Internet/ telephone changes that are detrimental to the quality of information accessibility
* Major or substantial building works
* Property damage e.g. flood/weather damage
* Changed/additional occupancy within the home
* Change to any caring arrangements impacting on the home working environment.
* Any other changes that could impact on the quality of the working environment or deem the home unsuitable for work on a temporary or permanent basis.

Changes to the working environment could result in the need for an updated homeworking assessment, homeworking being withdrawn or a temporary change to your place of work (e.g. working from a council building).

If you are moving home you must advise your manager in writing as soon as possible.

This will normally be at least 4 weeks before the date you move, however in exceptional circumstances less notice can be considered. If the new location is not acceptable to the County Council this arrangement may be terminated on the date you move into the new premises

There may be cases where the continuation of home working becomes inappropriate. The Council or employee may in certain circumstances, for either personal or operational reasons, wish to end the current home working arrangement. Managers will discuss with you the reason(s) behind any decision to terminate home-based working.

The normal period of notice to terminate the Homeworking Agreement on either side is 4 weeks. Additional notice can be provided by mutual consent and where operationally practical. In emergencies the arrangement will be reviewed and may be suspended or terminated with immediate effect.

The home working arrangement may be terminated as a result of the management of conduct or performance under the council’s disciplinary or capability procedures.

**Return of County Council Property**

Any equipment and / or furniture provided by the council and / or installed in your home remains the property of the Council and must be returned when your home working arrangement or employment is terminated. Your manager will arrange to collect any equipment at a mutually agreed time.

Management agreement for and on behalf of Cumbria County Council:

Signed (manager) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Declaration**

I have read and understood the content of this document and I agree to a home working arrangement under the conditions set out above.

Signed (employee):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_