

TEMPLATE HOMEWORKING FRAMEWORK AGREEMENT

1 INTRODUCTION

- 1.1 This agreement (hereafter called 'the Agreement') is made between INSERT NAME (hereafter called 'the Employer') and UNITE THE UNION (hereafter called 'the Union'). The Employer and the Union are referred to jointly in the Agreement as 'the parties'. In this agreement the parties set out a common framework for homeworking.

2 OBJECTIVES

- 2.1 The parties acknowledge that:
- Temporary homeworking measures taken to minimise exposure to Covid 19 have in many cases proved to be a potentially viable alternative to previous arrangements.
 - The potential benefits of homeworking include; increased flexibility to balance work and family responsibilities, decreased stress and time savings due to the lack of a commute, improved motivation and job satisfaction, and overall productivity gains as people can choose how best to carry out their work.
 - There are also potential problems associated with homeworking including the encroachment of work into the personal sphere, lower levels of innovation and creativity, feelings of isolation, leading to stress and depression, and health and safety risks from working in an unsuitable environment.
 - It is important that workers do not suffer any detriment because of homeworking. Their contractual terms, conditions and level of remuneration must not be diminished; they must be treated equitably with other workers in regards to career prospects; they must not carry the burden of any extra costs related to home working and they must have full access to the union on an equal basis with other workers.
 - Whenever possible homeworking should be available on a voluntary basis and should always be accompanied by all necessary support and structures.

- Homeworking should be incorporated into long term planning alongside other measures for flexible working with employees' health and safety in mind.
- Homeworking creates particular issues for employers to consider when carrying out their duty to take reasonable care of the health and safety of their employees and provide and monitor a working environment which is reasonably suitable for workers to carry out their contractual duties.
- They should act with the principals set out by the ILO Home Work Convention, 1996 (No. 177).¹

2.2 This agreement therefore provides a framework to ensure homeworking is a viable and rewarding option for employment on a long term basis.

3 SCOPE OF THIS AGREEMENT

3.1 The Agreement covers all workers up to and including **(INSERT)** level and the Employer recognises the Union as the sole trade union entitled to represent the interests of the workers and negotiate on their behalf. The Agreement supersedes all previous arrangements concerning the matters it covers.

4 THE COMMITTEE

4.1 The Parties agree that all related matters pertaining to employment, terms and conditions and health and safety, are to be the subject of meaningful consultation and negotiation.

4.2 The existing Collective Bargaining Negotiating Committee is the principle negotiating forum, but in recognising the need for timely consultation on homeworking issues, a Homeworking Sub-Committee may be set up.

4.3 If such a Sub-Committee is established the Employer and the Union Shop Stewards Committee will each nominate two representatives to attend regular meetings.

4.4 The Collective Bargaining Negotiating Committee or Homeworking Sub-Committee (hereafter called 'the Committee') will review and discuss all matters regarding the implementation of this agreement and any other matters relating to it.

- 4.5 In particular the Committee will oversee the introduction, monitoring and development of homeworking policies as set out in the Agreement.
- 4.6 The Committee will also hear appeals from any workers who believe that they have received unfair treatment because this agreement or any policies agreed by the Committee within its framework have not been correctly applied by management.
- 4.7 The Committee will draw upon expert advice as it sees fit and will also disseminate joint positions and relevant information to the workforce.
- 4.8 Both Parties retain the right to call emergency meetings if circumstances dictate.

5 HOMEWORKING REVIEW

- 5.1 When this agreement comes into effect the Committee will immediately conduct a Homeworking Review to assess the current provisions for homeworking and to identify best practices and areas for improvement.
- 5.2 The Homeworking Review will include but not be limited to; the assessment of how homeworking is viewed within the organisation, the future work prospects of homeworkers, suitability of work processes, IT infrastructure, the provision of home office equipment and furniture, health insurance and sickness policies.
- 5.3 Following the Homeworking Review the Committee will publish its conclusions and begin work on new policies to develop and disseminate best practices to further support and train workers for sustainable and potentially long-term remote working. The priority will be to agree on a simple and clear method for workers to request homeworking.

6 VOLUNTARY AND EQUAL

- 6.1 The Parties agree that homeworking should be offered to all suitable workers on a voluntary basis. Homeworking should not be imposed, except by agreement of the

Committee on a temporary basis, and in response to Government advice – such as in response to a pandemic.

- 6.2 Any obligatory homeworking requirement inserted into new jobs or roles must be properly justified and signed off by the Committee before being advertised or offered.
- 6.3 Homeworkers must be treated equally with all other workers. The terms and conditions of all homeworkers should be fair and identical or equivalent to staff who are not homeworking. They should be compensated for any additional expenses associated with homeworking. They must get the same opportunities for promotion, development and training - including any requirement for time-off to attend training - and be equally eligible for other forms of flexible working.

7 HOMEWORKING CATEGORIES

- 7.1 Homeworkers will fall into one of the following categories:
- Occasional: to work from home during a specific period or on an ‘as and when’ basis by mutual agreement (to be specified in the request).
 - Regular: to have a formal regularised arrangement to work from home on some days and attend the workplace on others (the request should specify the number of homeworking days per week and any specific days to be included).
 - Permanent: To spend 100% of contracted hours either working at home or visiting sites from a home base.

8 SELECTION CRITERIA & GUIDANCE

- 8.1 The Committee will agree on and publish guidance and other documentation for workers and managers dealing with homeworking requests. This will differentiate between the different categories of homeworker.
- 8.2 This documentation will include clear, transparent and non-discriminatory criteria for assessing requests for homeworking, taking into account each individual's circumstances and the needs of the Employer.
- 8.3 The Committee will also specify at what management level decisions to approve homeworking can be made for different staff.
- 8.4 If and when management does not approve a specific request for homeworking they should make reasonable efforts to agree a suitable alternative proposal whenever possible.

9 REGULAR AND PERMANENT HOMEWORKING ARRANGEMENTS

- 9.1 All Regular and Permanent homeworking arrangements will be set out in writing and be subject to a 3 month trial period as set out below. Occasional homeworking may be agreed on an informal *ad hoc* basis between the worker and her/his line manager.
- 9.2 Written homeworking arrangements should include details of the following:
 - The provision of equipment and training in line with this agreement.
 - Arrangements for conducting risk assessments including the involvement of Union Health and Safety reps.
 - Any arrangements for home visits by line managers to complete personal development reviews and give additional support.
 - Any changes to allowances, travel and/or subsistence payments for homeworkers, including any tax relief and/or compensation for additional tax payments, which must be fair and clearly explained.

- Any arrangements for dealing with the storage, use and security of confidential data held at home.
- Flexibility around working hours, with due consideration given to childcare and/or other caring responsibilities of the worker.
- Responsibility for informing the tax office of new working arrangements and any potential insurance and/or mortgage policy implications of working from home.

10 TRIAL PERIODS AND REVIEWS

- 10.1 During the trial three month period for Regular and Permanent homeworking arrangements, workers and their line managers will assess whether the new working arrangements are appropriate for all concerned.
- 10.2 These arrangements will be reviewed between the worker and their line manager at the end of the three months. Written confirmation of the outcome of the review will be sent to the worker within five working days.
- 10.3 Following a successful trial period, homeworking arrangements will continue to be reviewed on a regular basis. If the review raises issues, the arrangements may be modified by mutual consent. If an arrangement is withdrawn by the employer after the trial period an explanation will be given and the worker will have the right to appeal the decision.
- 10.4 The Committee will agree procedures in cases where established homeworking arrangements are no longer working. All appeals will be heard by the Committee.

11 APPEALS

- 11.1 As set out above, the Committee will hear appeals from any workers who wish to challenge management decisions or other actions relating to homeworking. Workers making an appeal may be accompanied by their trade union representative.
- 11.2 Grounds for appeal will include, but are not limited to claims that:
- A worker has been unfairly refused a request for homeworking or to change or reverse homeworking arrangements.

- Management has failed to offer a suitable counter-proposal following a refusal.
- A worker has been unfairly pressured into agreeing unsuitable homeworking arrangements.
- A worker has received unfair treatment because of her/his homeworking.
- The Employer has failed to properly care for the safety, health and welfare of a worker or workers while homeworking.
- The Employer has failed to abide by some other aspect of this agreement or the policies agreed by the Committee.

12 EQUIPMENT & TRAINING

12.1 In order to facilitate working from home, the Employer agrees to abide by the following principles:

- It is the responsibility of the employer to ensure that appropriate equipment, IT systems and technology to support remote working are properly installed, are functioning and that workers have the required training to operate those systems.
- The Employer will ensure workers are aware of increased data protection and cyber security risks for home workers and will provide suitable training to ensure necessary understanding of and compliance with data protection policies.
- The Employer will ensure that workers are provided with any other training required to carry out their job while homeworking.
- The Employer will take responsibility for insuring the equipment which is provided.
- The Employer will prioritise any adjustments required for disabled workers to have suitable workstations.
- The Employer will provide, pay for or otherwise facilitate any goods or services that are reasonably required by workers in order to work from home in such a way that there is not financial detriment to workers.
- The Employer will provide training and ensure career development of homeworkers in line with that of other non-homeworkers.
- The use of any monitoring or surveillance technology must be reviewed and agreed by the Committee, taking account of the increased dangers of intrusive technology when it is deployed in someone's home.

13 SAFETY, HEALTH AND WELFARE

13.1 The parties agree that all employers must ensure the health, safety and welfare of all their workers, including those based at home. Furthermore, there are specific risks associated with homeworking that must be taken into consideration. In this regard the Employer agrees that it will make every reasonable effort to ensure that homeworkers:

- Have a suitable workspace at home for carrying out their work, with particular care given to ensuring proper ergonomics.
- Are covered by a relevant up-to-date risk assessment and have been issued with any PPE required.
- Are protected from risks of to their mental health including stress and/or depression due to feeling socially isolated.
- Are protected from psychosocial hazards connected to home working; such as increased potential for occupational stress and domestic violence.
- Have a suitable system in place for reporting accidents or injuries during work hours.
- Are covered by a clear policy on illness in which home workers who are sick or feeling unwell are encouraged to take the necessary time off to recover without fear of discrimination.
- Are taking adequate breaks when they work from home.
- Get regular contact and communication from their line management, including home visits where appropriate.
- Are not working more than their contracted hours.

14 THE RIGHT TO DISCONNECT

14.1 The Parties agree that homeworking brings with it an increased risk of working life impinging on non-working life and the encroachment of work into the personal sphere. For this reason it is important that homeworking is always accompanied by proper monitoring of working time and a right for employees to disconnect from work. This means that:

- It is important to keep compliance records regarding employee working hours including starting and finishing times, rest breaks, daily breaks and weekly breaks and to ensure compliance with working time legislation.

- Workers who disconnect should not be penalised and must feel comfortable disconnecting to ensure that they can maintain a separation and a balance between their personal and professional lives.
- Workers who are constantly connected are not rewarded for doing so.

15 COMMUNICATION

15.1 It is agreed that clear communication is vital for effectiveness of homeworking measures. The Employer will cooperate with the Union to ensure that:

- They effectively communicate any developments and changes within the organisation to staff based at home.
- There are regular updates to all workers on measures relating to this agreement.
- All relevant policies, risk assessments and procedures are accessible and available to all workers in writing.

¹ https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312322