**Working from home**

# Why do we have this policy?

* 1. **[Enter company name]** strives to provide exceptional support to our general practice network which in turn supports the access and quality of primary healthcare within the Midlands region.
  2. We believe that our people are the key to ensuring our ongoing success that recognising and maintaining flexible work practices, whereby employees may work from home, are linked to creating an agile, engaged, and productive workforce.
  3. There may be times in emergency situations when the workplace is not suitable for work to take place and working from home supports business continuity.
  4. **[Enter company name]** has a commitment and responsibility to ensure a safe and healthy workplace for all employees and therefore the purpose of this policy is to provide clear and consistent guidelines to support working from home, ensuring the workforce experience is a positive one and the operation of the organisation is not interrupted.

# What does this policy cover?

* 1. **[Enter company name]** recognises that there may be circumstances where it would be beneficial, convenient or preferential for an employee to work from home. **[Enter company name]** may therefore, at its sole discretion, and on a case-by-case basis, allow employees to work from home (temporarily or otherwise).
  2. Working from home arrangements are discretionary and do not constitute a contractual entitlement or create an expectation of permanency, unless such arrangement has been expressly contractually agreed between **[Enter company name]** and the particular employee. **[Enter company name]** sets the following conditions:
     1. **[Enter company name]** may, at its sole discretion, determine whether or not an employee’s duties are suitable to be conducted temporarily from the employee’s home (or some other location away from the organisation’s premises);
     2. **[Enter company name]** reserves the right to vary, modify or end any working from home arrangement at any time for any reason (in consultation with the employee);
     3. **[Enter company name]** does not generally support working from home in situations where an employee or someone who is dependent upon an employee for care is sick or injured;
     4. People working from home are required to comply with all of **[Enter company name]**’s policies and instructions, including but not limited to its health and safety policies, procedures and instructions; and
     5. **[Enter company name]** may take disciplinary action, up to and including termination of employment for breaches of this policy and/or obligations related to this policy.
  3. **[Enter company name]** and its employees recognise their respective obligations under the Employment Relations Act 2000 (and any other relevant provisions in **[Enter company name]**’s policies and/or employment agreements) in respect of working from home requests and arrangements.

# Who does this policy apply to?

* 1. This policy applies to all **[Enter company name]** group employees, including permanent and fixed term employees, casual and temporary staff.

# Terms and conditions

* 1. This policy is built on a foundation of trust, openness and common sense.
  2. People who work from home are managed by **[Enter company name]** in the same way and are subject to the same terms, conditions and policies of employment, unless the particular arrangements/circumstances warrant and or/justify different treatment.
  3. Due to the remote nature of working from home arrangements, and **[Enter company name]**’s reduced ability to control the employee’s home working environment, additional arrangements must be finalised before the employee can commence working from home, and specific terms, conditions and obligations also apply, as set out in this policy.

1. **Responsibilities** 
   1. It is the responsibility of the manager to ensure that:
      1. Due consideration is given and timely responses to requests for working from home are provided;
      2. Where a request for flexible working arrangements (including working from home requests) pursuant to Part 6AA of the Employment Relations Act 2000 is received, the request is fairly considered and responded to in accordance with the relevant obligations under Part 6AA of the Employment Relations Act 2000;
      3. Where a request for short-term flexible working arrangements by a person affected by family violence (including working from home requests) pursuant to Part 6AB of the Employment Relations Act 2000 is received, the request is fairly considered and responded to in accordance with the relevant obligations under Part 6AB of the Employment Relations Act 2000 (**[Enter company name]**’s leave policy, if any, applies in this respect);
      4. People who are approved to work from home are not disadvantaged and not unjustifiably offered adverse terms and conditions than those employees based in **[Enter company name]**’s office premises; and
      5. Appropriate steps are taken to ensure that people who are approved to work from home are not working excessive hours on a regular basis.
   2. It is the responsibility of the employee to ensure that:
      1. Where a request for working from home is made pursuant to Part 6AA of the Employment Relations Act 2000, such request satisfies the requirements set out in that Act;
      2. Where a request for working from home is made pursuant to Part 6AB of the Employment Relations Act 2000, such request satisfies the requirements set out in that Act;
      3. They accurately record their actual hours of work and that they do not work excessive hours outside their contractually agreed and nominated hours of work on a regular basis;
      4. They must be available to be contacted during the agreed/nominated hours of work;
      5. They take appropriate rest and meal breaks in accordance with the Employment Relations Act 2000 and any corresponding agreement between the employee and **[Enter company name]**;
      6. They perform their duties and obligations to the best of their abilities and do not mislead **[Enter company name]** in any way while working from home;
      7. They take personal responsibility for their own health and wellbeing by taking adequate breaks from work for rest and movement.

# Health and safety

* 1. Employees must ensure that they comply with and abide by their obligations under the Health and Safety at Work Act (2015), its subsequent amendments and any substituting legislation.
  2. Employees will ensure that they comply with and abide by their obligations under all policies, procedures, directions and instructions from **[Enter company name]** regarding health and safety and will take all reasonably practicable steps to ensure that in the performance of their duties, they do not undermine their own health and safety or the health and safety of any other person.
  3. In particular, in order to meet their responsibilities under the Health and Safety at Work Act (2015), people who work from home are required to ensure that:
     1. They have or make available a suitable workspace to enable and ensure the effective and safe performance of their duties, and their work activities are kept separate from domestic/family activities;
     2. They take all reasonably practicable steps to ensure their safety while working from home. This includes identifying, managing, eliminating, isolating and/or minimising potential hazards, as well as immediately reporting such actual/potential hazards to **[Enter company name]**;
     3. All work equipment is properly installed and used in accordance with the manufacturer’s and/or **[Enter company name]**’s instructions (for example, ensuring that electrical sockets/plugs are not overloaded, and that wires and cables are tidy and controlled);
     4. They take all reasonable steps to keep **[Enter company name]**’s technology and equipment safe and in working order;
     5. The seating and lighting available to them is appropriate and sufficient for the safe and effective performance of their duties, and any potential health and safety risks in this respect are immediately notified to **[Enter company name]**;
     6. Any work-related hazards or materials are stored securely and are not accessible to family members or others who might be in, or have access to, the home-based workplace;
     7. They manage their working time effectively, including taking appropriate rest and meal breaks;
     8. They are aware of the risks associated with working alone and take steps to manage them, including bringing any concerns to the immediate attention of **[Enter company name]**;
     9. Any sickness or injury or work-related health issues are immediately reported to **[Enter company name]**, as if the employee was working in **[Enter company name]**’s office;
     10. They have reasonable access to an appropriate first aid kit; and
     11. They immediately communicate any concerns or problems in relation to the above, or in relation to working from home in general, with their manager and/or another representative of **[Enter company name]**.

# Work location (home office equipment, utilities and travel)

* 1. **[Enter company name]** and the employee will agree what (specifically what areas of the employee’s home, for example home office, spare room, kitchen, bathroom) will be considered to constitute the workplace for the purposes of the performance of the employee’s work duties, and also for the purposes of ACC and occupational health and safety considerations. Areas not covered by that agreement will be deemed not a workplace for the purposes of any ACC claim and/or occupational health and safety considerations, unless the particular context requires otherwise.
  2. Consideration must be given to the placement of the workspace/workstation by the employee to ensure any requirement for video conference meetings or telephone meetings are undertaken in a private and confidential environment maintaining work related information sharing policies, and organisational integrity.
  3. The workspace/workstation the employee intends using needs to be initially approved by **[Enter company name]** and may be inspected from time to time, to ensure it is suitable for the effective and safe performance of the employee’s duties. Employees are expected to consent to such reasonable inspections. Inspections may be undertaken by **[Enter company name]** and/or a workstation assessor such as an occupational therapist or other appropriate person to be nominated by **[Enter company name]**.
  4. **[Enter company name]** may also request photographs of the employee’s workstation at any time, and such photographs will be placed on record.
  5. The employee must immediately notify **[Enter company name]** of any change to the home office set-up that may adversely affect the employee’s ability to effectively and safely perform their duties.
  6. Unless expressly agreed otherwise, **[Enter company name]** will not be responsible for meeting or contributing to any costs associated with the setting up, maintenance and operation of the home-office (for example, furniture and utilities), except for the provision of necessary equipment (e.g. IT, stationery) to enable the employee to perform their duties. If **[Enter company name]** provides any such equipment, it will be recorded in the asset register and the employee must take all reasonable steps to keep the provided equipment safe and in working order. Any such equipment is required to be returned to **[Enter company name]** in the event the employee’s employment terminates or ceases working from home.
  7. The employee may be required to travel to and from **[Enter company name]**’s office premises from time to time (for example, to attend meetings, etc.). Generally, such travel time does generally not amount to work time and the employee will meet all costs associated with such travel/commuting requirements, unless expressly agreed or the context requires otherwise.
  8. The employee must immediately notify **[Enter company name]** of any changes to their home/home office address and contact details.

# Hours of work

* 1. The employee and **[Enter company name]**/the employee’s manager will agree to the hours that the employee can/will work from home and will document this.
  2. Any work from home hours should not exceed the employee’s usual and agreed hours of work on a regular basis.
  3. **[Enter company name]** may request the employee to document/record their actual hours of work (including time worked outside of and/or in addition standard office hours and/or agreed hours), and to provide such documentation/records to **[Enter company name]**.

# Communication software

* 1. **[Enter company name]** provides authorised software, such as video conferencing, to enable employees to connect with others while working remotely.
  2. Employees are required to be competent and courteous in the use of communication software.
  3. **[Enter company name]** will offer training to support the effective use of communication software.

# Security considerations

* 1. All **[Enter company name]** policies and instructions regarding the protection of confidential business information continue to apply in the context of any working from home arrangement. Business/work-related information and data is to be kept secure, either in locked storage or by restricting access to work-related files on computers (for example, by using passwords, etc.).
  2. The employee will safeguard all business/work-related information and documentation from access by other members of the household and/or visitors.

# Risk management

* 1. For insurance purposes, both **[Enter company name]** and the employee must be able to distinguish between work and personal time in the home. To reduce **[Enter company name]**'s potential liability for ACC claims, **[Enter company name]** along with the employee are to set standard parameters for hours to be worked at home, this may include the employee recording their breaks, among other work-related things.
  2. To prevent liability on the part of **[Enter company name]** and maintain appropriate professionalism, employees are not permitted to have clients or other business guests meet at their home. Such meetings should be scheduled in the client's office or the **[Enter company name]**’s office premises, unless agreed otherwise on a case-by-case basis.
  3. Any employee with a standard schedule of working at home should maintain appropriate levels of homeowners or renters insurance coverage to protect individual and **[Enter company name]** assets.
  4. The employee must ensure that they do not have other commitments outside of **[Enter company name]**’s business at the time they are working from home (for example, it is not appropriate to combine home-based work with caring for dependants during work hours).

# Definitions

* 1. Disciplinary action: refers to actions taken by an employer to address performance or behavioural based misconduct or serious misconduct.
  2. Reasonably practicable steps: refers to appropriate and proportionate steps that are able to be taken in the circumstances to address risks within the workplace.
  3. Hazards: are potential sources of harm of adverse health effect

# References and relevant legislation

* 1. Health and Safety At Work Act (2015)
  2. Employment Relations Act (2000)
  3. Family Violence Act (2018)

# Related internal policies and procedures

* 1. List related internal policies here
  2. List related internal policies here
  3. List related internal policies here
  4. List related internal policies here

# If you have a question or complaint

* 1. Any issues with the control and distribution of documents must be reported to the document co-ordinator, who will action the issues, in consultation with other **[Enter company name]** employees as required.

* 1. Issues with the content of documents should be followed up with the document owner.

* 1. Complaints will be investigated according to the organisation’s complaints policy.

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| **Policy name:** | **Working from home policy** | | |
| Document owner: | [enter name] | | |
| Date approved: | [enter date] | | |
| Date for review: | [enter date] | | |
| Authorised by: | [enter name] | | |
| Signature: |  |  |