HOMEWORKING AND TELEWORKING – A NEGOTIATORS’ GUIDE

Home working hit its highest ever rate in March 2014, with 4.2 million people (or 13.9% of the working population) spending the majority of their time working from home. With millions more employees work from home on an occasional basis, homeworking is clearly a significant issue in many modern workplaces. Therefore, this factsheet looks at some of the key issues for those involved in negotiating Homeworking Agreements and offers advice on achieving the best arrangements for staff.

DEFINITION

Homeworking involves working at home for either part or all of an employee’s contracted working hours as opposed to working in an office or other workplace. Working from home usually involves employees who are mobile for significant periods of their working time using their home as a base. These workers are also sometimes referred to as “remote workers” “home-start” or “field-start” staff. Among UNISON members, those who work from home might include, for example, sales or meter reading staff working for one of the utility companies or building inspectors working for a local authority.

Teleworkers are a specific type of homeworker in that they are people who work mainly at or from home and who use both a telephone and a computer to do their job. Not surprisingly, they tend to be in white-collar jobs.

Whether the impetus for home or home-based working has come from the employer or the employees, the introduction of such schemes need to be properly negotiated. There are a number of important considerations and issues that UNISON negotiators will want to be aware of.

THE PROS AND CONS OF HOMEWORKING

As with any working situation, there can be benefits and drawbacks to homeworking compared with a traditional working arrangement.

For the employee, some of the advantages may include:

- Reduced travelling time and costs, less stress caused by travel problems.
- Ability to work in a more concentrated way, without the interruptions associated with office-based working.
- More flexibility to balance work and home life.
- More control over work, increased job satisfaction.
- More opportunities to work for disabled employees.
Possible drawbacks may include:

- Social isolation which can lead to stress and depression.
- Reduced knowledge of the organisation and developments within it, which may hamper career development.
- Difficulty separating work from home life which may also impact on other members of the family.
- Loss of facilities normally provided to workplace-based staff e.g. subsidised works canteen, free drinks.
- Danger of overwork and working long or unsocial hours without the benefit of premium payments.
- Loss of, or reduced contact with, colleagues and the union.
- Lack of separation between work and living space.

Like any other work arrangement, homeworking is not a means of combining work with caring responsibilities. Most homeworking agreements make clear that employees with caring responsibilities need to have proper care arrangements in place during their contracted working hours.

The agreement at the Highland Council states:
“If an employee is intending to work during normal working hours from home they will be required to demonstrate that they do not have dependant care responsibilities within their stated working hours.”

KEY NEGOTIATING ISSUES

Some of the key bargaining issues are looked at below, drawing on examples from agreements that UNISON has negotiated at national, company and local level.

Employee support for homeworking, trial periods and reviews

Homeworking agreements should be voluntary. This is particularly important where the impetus for homeworking has come from the employer. No-one should be coerced into switching to a home or home-based working arrangement.

Agreements should provide for:

- A trial period after which the employee can either seek changes to the arrangement or opt to switch back to a traditional workplace-based working arrangement.
- Regular reviews of the homeworking arrangement. These may need to be more frequent when the arrangement is first set up. As a minimum there should be an annual review of homeworking arrangement.

The agreement at Burnley Borough Council states:
“When an agreement is reached for employees to work regularly at or from home, they should be reviewed after three months initially and then regularly as part of the staff development review process.”
Assessing suitability for homeworking

An assessment will need to be made of the suitability of the post, the employee and the employee’s home for homeworking. The impact on the service and other staff should also be taken into account.

Assessing posts

In some cases, an organisation has designated certain posts as suitable for homeworking. In others, homeworking agreements specify that any job may be considered for homeworking, subject to the post and the employee fulfilling the criteria laid down.

The Moray Council policy on homeworking states that:
“All employees of the Moray council will be provided with the opportunity of being considered for homeworking. However, only those whose posts are deemed feasible and who are deemed suitable for this type of working, by reference to the stated criteria, will be eligible to work from home.”

Some of the criteria commonly adopted includes that the job should:
- Be capable of being done from home without having an adverse effect on the level and quality of service or on other employees and without compromising the privacy of the employee, their home and their family
- Be capable of being done without on-going face-to-face contact with other staff or direct supervision
- Be self-sufficient in terms of administrative support or capable of being remotely serviced
- Have clear objectives and measurable outputs

At The Highland Council, the agreement states:
“It would not be possible to provide a definitive list of occupations suitable for homeworking, however, research on homeworking indicates certain job characteristics which lend themselves to home-based working. These characteristics are:
- A high degree of intellectual rather than manual work.
- Work performed on an individual basis or with clearly defined areas of individual work i.e. project work, research and report writing, policy analyses, case work, administrative tasks.
- Work which has clearly defined objectives, and is not subject to sudden changes of priorities
- Work that has performance measurement indicators.
- Work which does not require frequent input from other staff members and centrally provided facilities.
Assessing the employee

Agreements should also make clear the criteria used to judge the suitability of the employee for homeworking.

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<th>The agreement at South Lanarkshire Council identifies some of the personal characteristics considered important for homeworking as:</th>
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<td>• Self-motivation, self-reliance and discipline to work without direct supervision</td>
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<td>• The ability to complete work to scheduled deadlines</td>
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<td>• Initiative, flexibility and time management skills</td>
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<td>• The ability to communicate well by telephone and in writing</td>
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<td>• The ability to cope with reduced social contact and isolation</td>
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<td>• The ability to cope with the additional pressures of working in the home where the demands of family life are difficult to ignore</td>
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<td>• The ability to combine work and leisure life</td>
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Some homeworking agreements also adopt criteria for assessing whether the homeworker’s manager has the skills and attributes necessary to supervise and manage a homeworker effectively. Training for managers may also be necessary.

Impact on the service/section

Homeworking arrangements need to take into account the impact on other staff and the work of the service/section.

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<th>The agreement at Burnley Borough Council states:</th>
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<td>“There should be no increase in workload for colleagues as a result of an employee working at or from home, except in exceptional circumstances. An example of this could be where a temporary arrangement is agreed to respond to an urgent need, and other team members may be required to cover incoming calls for a specified period.”</td>
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Assessing the employee’s home

An assessment will also need to be made of the employee’s home and proposed work area to ensure that it is suitable, both in terms of carrying out the work and from a health and safety point of view. This should include a full risk assessment, including an assessment of the workstation. Any necessary adjustments should be carried out before the start of the homeworking arrangement and paid for by the employer. If additional home security is required, the employer should also pay this for.

Health and safety

The Health and Safety Executive has produced guidance that explains employers’ duties towards homeworkers. The guidance makes clear that most of the Regulations made under the Health and Safety at Work etc Act 1974 apply to homeworkers.

Homeworkers are also covered by the Working Time Regulations, which set an absolute limit of 48 hours on the working week and give an annual holiday entitlement of four weeks.
Under the Management of Health & Safety at Work Regulations, the employer is required to carry out a risk assessment of the work activities carried out by the homeworker. Failure to do this means that the employer could be held responsible for any medical problems as a result of unsafe working practices.

Given that working from home will usually involve extensive use of computers and other forms of information technology, it is likely that the Display Screen Equipment Regulations will be applicable. These regulations cover display screen equipment such as visual display units (VDUs), microfiche, and process control screens.

The regulations include the requirement for employers to carry out a risk assessment of the workstation to ensure it meets health and safety standards. In addition, eye and eyesight tests must be provided (if requested by the worker) and glasses must be provided for VDU work if necessary.

Additional training will be needed and should be tailored to the particular needs of homeworking, covering the risks, the precautions needed and the arrangements in place for reporting hazards, incidents and illness. The training should ensure that the home worker knows the importance of taking regular breaks and to stretch and change position to avoid work related upper limb disorders. Employers are liable for work related accidents or injury to home workers in the same way as they are for other employees.

**Equipment, furniture and supplies**

Homeworking agreements should make clear what equipment an employee will need to work from home. It is likely to include:

- Computer (laptop or PC), modem, printer, network/intranet connection, surge protection plugs.
- Workstation e.g. adjustable table and chair, light, document holder, footstool.
- Phone, mobile phone, telephone answering machine, additional telephone lines.
- Other office equipment e.g. fax, photocopier, scanner, shredder, filing cabinet, secure storage for confidential documents.
- Office stationery.
- Cleaning materials.
- First aid kit and fire safety equipment e.g. smoke detector and fire extinguisher.
Agreements should make clear that:

- All equipment supplied will meet current safety standards. Regular safety checks will be carried out. Particular thought should be given to the accessibility of office equipment to children.
- The employer is responsible for installing, maintaining and servicing equipment. Make clear the arrangements for reporting and dealing with faulty equipment.
- That the employer is responsible for replacing lost or damaged equipment.
- The employer will meet the cost of any modifications required to the employee’s home to accommodate work equipment, e.g. shelving.
- Whether or not personal use of equipment is allowed. Agreements tend to specify that equipment is for work use only. If equipment is available for personal use it may be viewed as a benefit in kind and the employee may be liable for tax.

Data protection

Agreements should make clear the arrangements for dealing with the storage, use and security of confidential information held at home in hard copy or electronic form.

The homeworking agreement at energy company SWEB states:

“Remote workers are reminded of the need to comply with the Data Protection Act and to ensure that adequate steps are taken to maintain the security of data and confidential customer information. All records, documents, diagrams, programs or other forms of data made or acquired shall remain the property of the company. The copyright and all other intellectual property rights shall belong to the company.”

Tax, Insurance and Housing implications

Homeworkers should:

- Inform the tax office that they are working at or from home. They may be able to claim tax relief on their council tax, lighting and heating costs. The amount will depend on the size of bills and the number of rooms in the house. Claims should be made direct to the local tax office of the Inland Revenue. The use of one room in the home for work purposes is unlikely to attract capital gains tax.
- Check their tenancy/mortgage agreements to ensure there are no provisions that prevent homeworking and inform their mortgage lender/landlord in writing that they will be working at or from home.
- Inform their insurance company to avoid the risk of invalidating their home insurance policy.

The employer should:

- Pay the cost of any increases in home insurance premiums or modifications required by the insurance company, such as security improvements.
- Extend the employer’s insurance scheme, if necessary, to cover equipment in the employee’s home and accidents to homeworkers. UNISON recommends a “no fault scheme”.
- Give the homeworker a copy of the employer’s liability insurance certificate.
- Provide the employee with any assistance they may need in sorting out any tax, tenancy, or insurance problems that arise from their homeworking arrangement.
Contact and communication

Agreements should make clear:

- That it is a management responsibility to ensure that regular contact and communication with the homeworker takes place.
- The arrangements for regular contact and communication between the home or home-based workers and their line manager, colleagues and other departments within the organisation, e.g. personnel.
- The arrangements for home visits by line managers including the frequency, duration and amount of notice to be given.
- The requirements on the homeworker to provide access for e.g. routine maintenance and equipment repairs.
- That homeworkers will be kept as up-to-date and involved with developments in the organisation as workplace-based staff and the means by which this will happen e.g. by regular briefings, access to the intranet, staff meetings and company magazines, newsletters, training sessions.
- When, how, and in what circumstances the employee is expected to be available to speak to clients of the organisation. This should cover, for example, whether it is acceptable for the employee’s home phone number to be given out and what times of day the employee is available to take phone calls. A dedicated phone line and a telephone answering machine can avoid disruption to the employee’s home life outside working hours.

Training and career development

Agreements should:

- State that home and home-based workers are entitled to the same training, personal development, job or assignment opportunities as other staff.
- Include arrangements for ensuring that homeworkers are notified of job vacancies.
- State that homeworkers will not face discrimination when applying for new posts.
- Make clear what would happen in the case of a homeworker being appointed to a new job. In these situations the homeworking arrangement is often reviewed to see where the new post meets the homeworking criteria.

The agreement at The Environment Agency states that: “Homeworkers remain full employees of the agency in every respect. The same requirement with regard to appraisal, counselling, training, personal development and job or assignment opportunities must be met for homeworkers as for all other employees. Where eligible homeworkers apply for other posts, they must be considered for those posts strictly on their own merits, without regard to the fact that they are homeworkers. Where existing homeworkers are appointed to a new post, the homeworking arrangements will be reviewed as part of that appointment.”
Specific training

Some agreements make provision for specific training for homeworkers to equip them for their new work situation.

At the Environment Agency, additional training in some of the following areas may be provided as appropriate:
- Familiarity with the Agency’s code of practice on homeworking.
- Risk assessment and awareness.
- Legal Requirements under the Display Screen Equipment Regulations and Manual Handling Regulations.
- Incident reporting procedures.
- Specific tasks required by the position
- Basic first aid

Allowances, travel and subsistence payments

Some agreements pay an annual allowance to compensate for the cost of household wear and tear and/or increased fuel costs.

The homeworking agreement at South Lanarkshire Council states:
“Homeworkers will receive an annual allowance of £250 in respect of additional expenses incurred by working at home (i.e. heating, lighting and the use of electricity for computer equipment). The allowance will be paid in equal fortnightly instalments and will be paid on a pro-rata basis for those who work at home for part of the week...In addition the Council will cover any necessary telephone costs.”

For home-based workers who spend a large amount of time travelling, e.g. because their main work activity is to visit customers or service users, travel and/ or subsistence payments should be clearly specified in the homeworking agreement.

Most agreements specify that travel costs cannot be claimed for visits from the employee’s home to the designated work base e.g. for regular contact meetings.

Where the employee moves home

Agreements should specify what is likely to happen in the event of the employee moving home.

Ending a homeworking arrangement

Agreements should set out the notice periods required by both the employer and employee to end a homeworking agreement.

The agreement at the Scottish Commission for the Regulation of Care and Scottish Social Services Council states:
“Employees wishing to terminate a flexible working arrangement should discuss the request with their manager at least 30 calendar days before the desired date. A manager should generally give an employee at least 30 calendar days notice before terminating flexible working arrangements, business needs permitting.”
Agreements should also specify how a return to conventional working will be managed once a homeworking agreement comes to an end.

The agreement at **Burnley Borough Council** states:

“If the homeworking arrangements are not working satisfactorily the manager will require the employee to return to conventional working. The matter should be discussed fully with the employee concerned and the decision confirmed in writing. Similarly, the employee may wish to return to conventional working and managers should try to accommodate this wherever possible. If this is not possible (e.g. there is not a work base to return to) then other solutions will have to be considered, such as returning to a different work base, or redeployment. If there are problems with returning to conventional working, advice should be sought from the personnel unit. Temporary arrangements will require one month’s notice of a change by either side.”

**Terms and conditions and written details**

Agreements should make clear that:

- Homeworkers remain employees of the organisation.
- Homeworkers’ terms and conditions are the same as those of comparable workplace-based staff and based on the principle of no loss of grade, status or career prospects.

A homeworker may be issued with a revised Contract of Employment, containing additional terms relating to homeworking, for example, ownership and use of equipment.

A homeworker should, in addition, receive clear written information relating to the specific terms of the homeworking agreement as they apply in their case. These might include:

- Details about the department and/or office site they are attached to, who their supervisor/manager is, contracted working hours, arrangements expected of them in terms of contact and communication, attendance at meetings, recording and reporting arrangements and so on.
- Expectations regarding work, deadlines and assessing and monitoring performance.

**Union organisation**

Branches and stewards will need to ensure they keep in touch with members who work at home or are home-based. Giving homeworkers plenty of notice of meetings and other union activities is one way of doing this and electronic communication should make regular contact with homeworking members easier to achieve. Having items on union meeting agendas where homeworkers can raise specific concerns may be a way of ensuring that their needs are not overlooked. Maintaining contact with the union can be an important means of overcoming the potential social isolation experienced by some homeworkers.
The business case

If employers are resistant to the idea of homeworking, it may be worth pointing to some of the benefits for the employer which have been identified:

- Homeworking can help the organisation make savings in heating, lighting and accommodation costs and may also help to alleviate accommodation and car parking problems by freeing up space.
- Homeworking may help ease recruitment and retention problems and contribute towards improved equal opportunities practice by enabling staff to join or remain with the organisation who otherwise may not have been able to do so e.g. because of caring responsibilities or mobility problems.
- Research on the effects of homeworking suggest that employees are more highly motivated, flexible and productive and are likely to have lower sickness absence rates than office-based staff.
- Reduced travel time not only eases the stress on employees but also contributes to reducing environmental pollution.

Negotiating checklist

- Homeworking arrangements should be voluntary.
- Homeworking schemes should be piloted, evaluated and modified as appropriate.
- Agreements should make clear which jobs or type of employee are eligible to apply to homework and make provision for appeal procedures for employees who are turned down.
- Criteria for eligibility for homeworking should be clear, transparent and non-discriminatory.
- Employees should be entitled to try homeworking for a trial period before committing themselves on a long-term basis and arrangements should be regularly reviewed.
- Homeworkers’ working environment should conform to relevant health and safety legislation and best practice.
- Health and safety risk assessment should be carried out on the workstation, other equipment used by the homeworker and the homeworker’s system of work.
- Safety reps should be consulted on the development or review of homeworking agreements.
- Homeworkers should be entitled to request that managers, risk assessors etc are accompanied by a safety rep, steward or colleague on any visits to their home.
- Communication and support arrangements should be in place before homeworking commences.
- Homeworkers should have equal opportunity with office based staff in all matters including pay, conditions, training and career development. There should be no loss of grade or status. Specific training may also be required.
- Homeworkers should be fully compensated for any additional costs incurred from using their home for work purposes.
- The employer should provide advice and guidance on any tax, insurance or mortgage/tenancy implications of homeworking.
- The employer should supply, service and maintain the equipment, stationery and so on required for homeworkers to carry out their work.
- Agreements should make clear procedures for dealing with a situation where a Homeworker moves house.
• Arrangements for ending a homeworking agreement should be clear and employees should be entitled to reasonable notice and to transfer back to a workplace-based arrangement with no loss of grade, status or career prospects.

Sources

The following Homeworking Agreements were drawn on in writing this guide:
Burnley Borough Council, Centrica, Environment Agency, Highland Council, Moray Council, Scottish Commission for the Regulation of Care and Scottish Social Services Council, South Lanarkshire Council, SWEB, Transco. Thanks to all those Branches and Regions that supplied copies of Homeworking Agreements.

FURTHER INFORMATION:


The WorkWiseUK campaign carries a great deal on news on developments affecting homeworking at [http://www.workwiseuk.org/](http://www.workwiseuk.org/)