



POLICY/PROCEDURE INFORMATION (Policy no HR0034)	
Subject	Hybrid Working Policy <i>(This policy is non-contractual and is subject to periodic review and will be amended according to service development needs).</i>
Applicable to	All staff of Nottinghamshire Hospice
Target Audience	Others such as agents, consultants and other representatives of Nottinghamshire Hospice may be required to comply with the policy as a condition of appointment.
Date issued	January 2022
Next review date	January 2025
Lead responsible for Policy	Director of People Services
Policy reviewed by	Chief Executive Officer Jan 2022
Notified to (when)	Strategy and Corporate Governance Group Jan 2022
Authorised by (when)	Chief Executive Officer Jan 2022
CQC Standard if applicable	Well-led
Links to other Hospice Policies	Flexible Working Policy HR0030
Links to external policies	
Summary	This policy outlines how a staff member may carry out a hybrid working arrangement
This policy replaces	N/A

VERSION CONTROL		
Status	Date	Reviewed date
Original policy written by Chief Executive Officer	Nov 21	
Policy reviewed by Chief Executive Officer	Jan 2022	
Policy notified to Strategy and Corporate Governance Group	Jan 2022	
Policy ratified by Chief Executive Officer	Jan 2022	Jan 2025
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Introduction

1. A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed remote working location, such as your home.

As part of our commitment to flexible working, we support hybrid working arrangements.

2. Policy Statement/Aims

This policy aims to ensure that those working under a hybrid working arrangement are treated equally to workers based in the workplace and that hybrid working is carried out safely and in accordance with our policies and current legislation. It sets out the conditions on which hybrid working will be allowed and the terms that apply to all hybrid workers. If you are allowed to work under a hybrid working arrangement, you must comply with this policy.

Any reference to "workplace" in this policy is a reference to the place of work as specified in your contract of employment or, where not specified, your usual place of work when you attend our premises.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. Scope

This policy applies to all employees who have successfully completed any applicable induction period. Any questions you may have about the day-to-day application of this policy should be referred to your line manager or the HR department.

4. Hybrid Working Arrangements

Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement in writing with the HR Department.

Any hybrid working arrangement is subject to you spending a minimum of 60% of your work time working from your workplace. Your remaining working time may be worked from your workplace or your remote working location, as agreed in writing with the HR Department.

The days and times worked from your workplace and your agreed remote working location are subject to agreement with your line manager and may vary to accommodate the needs of our business.

Your core working hours whilst working at your agreed remote working location are 10am until 3pm.

All hybrid working arrangements will be subject to a trial period of 3 months. We may, at our discretion, extend this period for up to a further 3 months. During the trial period the hybrid working arrangements will be monitored. At the end of the trial period, you will be informed if the hybrid working arrangements are considered appropriate to be continued.

It is recognised that any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate the needs of our business, such as to attend training or meetings.

All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.

If you have a flexible working arrangement that has been approved under a flexible working request, then it may not be possible for you to also work under a hybrid working arrangement.

Hybrid working arrangements agreed in accordance with this policy are discretionary and may be terminated in accordance with section 11. If you want to permanently vary your contractual working arrangements so that you work from a remote working location for all or part of your working week, you will need to make a flexible working request in accordance with our flexible working policy.

5. Conditions Necessary for Hybrid Working

Not all roles and not all jobs are suitable for hybrid working. A hybrid working arrangement is unlikely to be agreed if:

- you need to be present in the workplace to perform your job, for example, because it involves a high degree of personal interaction with colleagues

or third parties or involves equipment that is only available in the workplace, e.g., retail teams

- your most recent appraisal identifies any aspect of your performance as unsatisfactory
- your line manager has advised you that your current standard of work or work production is unsatisfactory
- you have an unexpired warning, whether relating to conduct or performance
- you need training and/or supervision to deliver an acceptable quality or quantity of work or are in an induction period where your presence is required.

If you are working under a hybrid working arrangement you agree to:

- have a suitable working environment at your remote working location that enables you to carry out your role effectively
- continue to work the hours required by your contract of employment
- work independently, motivate yourself and use your own initiative
- manage your workload effectively and complete work to set deadlines
- identify and resolve any new pressures created by working from a remote working location
- adapt to new working practices, including maintaining contact with your line manager and colleagues at work
- exercise flexibility to make changes on our reasonable request to the hybrid working arrangement, including to the days, times and location from which you work (as between your workplace and your agreed remote working location), to meet the needs of our business
- determine any resulting tax implications for yourself
- plan for the care of any children or other dependants when you are working from your remote working location
- finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

6. Management, Training and Workplace Attendance

Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your hybrid working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.

You will be subject to the same performance measures, processes and objectives that would apply if you worked permanently in the workplace.

If your performance is unsatisfactory or you are subject to a formal written warning for any reason, your hybrid working arrangements may be terminated immediately and you will be expected to return to work in the workplace.

You will be provided with the same opportunities for training, development and promotion as provided to staff based permanently in the workplace. If your hybrid working arrangement will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.

You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend.

You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

7. Health and Safety

When working from your remote working location you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must complete our usual health and safety courses, comply with our health and safety policy and undertake to use equipment safely.

In order to be eligible for hybrid working you must complete a Home Working risk assessment and a Display Screen Equipment assessment.

To identify any potential health and safety hazards at your remote working location and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment remotely or by arranging a home visit before or shortly after you begin hybrid working. We will contact you to arrange completion of the risk assessment. The need for such inspections will depend on the circumstances, including the nature of the work undertaken.

You must not have face to face meetings in your remote working location and must not give patients, suppliers, service users or any business contacts the address or telephone number of your remote working location.

You must ensure that your working patterns and levels of work when working from your remote working location are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.

You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

8. Equipment and Suitable Workspace

Where charitable funds allow and where financially viable and cost effective for the organisation, we will provide basic IT equipment that we consider you reasonably require to work from your remote working location. We will make all necessary arrangements for maintaining, repairing or replacing IT equipment (where necessary) Where equipment is provided, it remains our property and you must:

- ensure it is only used by you and only for the purposes for which we have provided it
- take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures
- make it available for collection by us or on our behalf when requested to do so.

When travelling between your remote working location and your workplace you agree to keep equipment provided by us secure at all times.

On termination of your hybrid working arrangement or on termination of your employment you will return all equipment provided by us. Where necessary, we may need to arrange a visit to your remote working location to reclaim equipment and will contact you to make the appropriate arrangements.

It is your responsibility to ensure that you have a suitable workspace at your remote working location with adequate lighting for working.

If you have a disability, you should inform us if you require any special equipment to work from your remote working location comfortably. We will bear the reasonable cost (or reimburse you for the reasonable cost) of providing any special equipment or making any necessary adjustments to your remote working location to enable you to work from there.

We are not responsible for the associated costs of you working from your remote working location, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.

9. Insurance Requirements

You shall be responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment. You shall ensure that the level of cover and other terms of insurance are acceptable to us and shall on request supply to us copies of such insurance policy and evidence that the relevant premiums have been paid. You shall not do, cause or permit any act or omission which will invalidate the insurance policy

We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from your remote working location.

If your remote working location is your home address, you are responsible for ensuring that working from home will not potentially invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing hybrid working and inform your home and contents insurance provider of your working arrangements as required.

If your remote working location is your home address, you should check the terms of your mortgage, lease or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from your home address and seek any necessary approval before commencing hybrid working.

When you are working from your remote working location you are covered by our employer's liability insurance policy. Any accidents must be reported immediately to [your line manager in accordance with our health and safety policy. It remains your responsibility to take reasonable precautions.

10. Data Security and Confidentiality

Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements. Wherever possible you should avoid printing documents and transferring paper files. Documents should be stored electronically and not in a paper form.

You are responsible for ensuring the security of confidential information in your remote working location and when travelling to and from your workplace. You must not use your personal computer equipment for storing any confidential work information.

- You must comply with our instructions relating to software security and to implement all upgrades to equipment as soon as you are requested to do so.
- You must protect by password any confidential information held on any device or computer
- You must not use your personal computer for work related tasks
- Only send work-related emails and messages through our designated communication facilities
- Only share data only through our designated secure messaging application or online document sharing system
- Make all work-related conference calls through our designated video-conferencing software
- maintain a private space for confidential work calls

- ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used
- lock your computer terminal whenever it is left unattended
- ensure no one else in your remote working location has access to confidential information stored on your computer or other devices
- ensure any wireless network used is secure
- change your wireless network passwords according to policy and ensure that your wireless network router has software security updates applied
- keep all papers [containing confidential information] in a secure location which is locked when not in use and ensure that no one else in your remote working location has access to such papers. You should avoid using paper wherever possible (see start of section 10)
- You must shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention. This will mean returning paper documents to the Hospice site and disposing of them in the confidential waste. You must not dispose of confidential waste in your domestic bins

To comply with data protection obligations, you will only store or process company data or personal data on equipment which has been provided by or authorised by us.

To comply with data protection legislation, we retain the right to conduct a data protection impact assessment (DPIA) to assess the risks involved with data processing in your remote working location. Where this is necessary, we will contact you to arrange the DPIA.

You confirm that you have read and understood our information security policy and data protection policy and data retention guidelines. regarding the retention of personal data, electronic communications and data security and that you will regularly keep yourself informed of the most current version of these policies. You will also attend any training on data protection and confidentiality whether online or in person when requested to do so.

If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, customers or anyone working with or for us, you must report it immediately to your line manager.

11. Termination Of Hybrid Working Arrangement

We reserve the right to terminate the hybrid working arrangement, for example, due to a change in business needs, performance concerns or if your role changes such that hybrid working is no longer suitable,

If you want to terminate your hybrid working arrangement, you must give your line manager one month's notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.