University of Reading

SMART WORKING

1. About this policy

1.1. The University is committed to supporting flexible ways of working, supporting staff wellbeing and capturing the benefits of working in different ways, including for the environment. Part of our commitment includes supporting hybrid working arrangements, which will be called Smart Working.

1.2. This document aims to ensure that those working under a smart working arrangement are treated equally to colleagues based in the workplace and that smart working is carried out safely and in accordance with our polices and current legislation. It sets out the conditions on which smart working will be allowed and the terms that apply. Colleagues working under a smart working arrangement, must comply with this policy. Further information about the University's approach is set out in the Smart Working webpages.

1.3. 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 University premises.

1.4. This policy has been implemented following discussion with the University & Colleges Union (UCU) and the University of Reading Staff Forum.

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

2. Who does this policy apply to?

2.1. This policy applies to all employees, including full and part-time employees, those on fixed term and temporary contracts of employment and where applicable to Campus Jobs workers. However, it is acknowledged that Smart Working arrangements are not available for all job roles.

3. Who is responsible for this policy?

3.1. The University Executive Board has overall responsibility for the effective operation of this policy. The University Executive Board has delegated responsibility for overseeing its implementation to the Director of HR. Questions about the content of this policy or suggestions for change should be reported to the Director of HR.

3.2. Any questions you may have about the day-to-day application of this policy should be referred to your line manager or your Head of School or Function in the first instance.

©UniversityofReading2016

3.3. This policy is reviewed every three years by Staffing Committee However, during the first year of operation it will be regularly reviewed.

4. Hybrid/Smart working arrangements

4.1. A smart working arrangement is an informal flexible working arrangement which allows some flexibility in when and where colleagues work, allowing working time to be split between the workplace and an agreed remote working location, such as your home.

4.2. Heads of School and Function are responsible for setting expectations for their area and balancing the requirements of their service or activities with the individual preferences and circumstances of their teams. Heads of School and Function should set out these expectations to their teams in writing. Smart working arrangements will differ depending on the nature of your role, duties and responsibilities, and so are discretionary and subject to agreement with line managers.

4.3. Being on campus is a fundamental part of our culture and identity as a university community. As a research-intensive and student focused campus university, on campus delivery and support is central to many colleague's roles. Colleagues who may be less involved in face-to-face delivery also benefit from being regularly on campus to experience campus life and develop and strengthen informal networks and collaboration.

4.4. The University expectation for smart working arrangements is that colleagues will spend, on average, the majority of their working time working from their workplace. Remaining working time may be worked from the workplace or a remote working location, as agreed on a School, Function, team or individual level.

4.5. Some roles will require work to be undertaken between fixed working hours, for instance where services are advertised as being available during a normal working day. For other roles there is greater flexibility of working time as well as location. Colleagues should discuss this with line managers and flexibility of working hours may be agreed based on University requirements and team and individual circumstances.

4.6. The days and times worked from the workplace and a remote working location are subject to agreement between colleagues and their line managers and may vary to accommodate the needs of the University. This means that arrangements may differ between different Schools and Functions, and between different departments and teams within them.

4.7. All smart working arrangements should be subject to trial periods of at least 3 months. Managers may, at their discretion, extend this period for up to a further 3 months. During the trial period the smart working arrangements will be reviewed and if changed or revoked this should be detailed in writing.

4.8. It is recognised that any agreed smart working arrangement is subject to the requirement to attend the workplace on the reasonable request of your line manager or Head of School/Head of Function to accommodate the needs of the University, such as to attend training or meetings, or to deliver teaching, undertake research or provide other services to students, colleagues and customers.

4.9. All smart working arrangements are subject to ongoing review and may be modified for reasons including a change in the University's needs or performance concerns. Arrangements agreed in accordance with this policy are discretionary and can be changed and terminated in accordance with paragraph 111. If you want to permanently vary your contractual working arrangements, you will need to make a formal flexible working request.

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

i. you need to be present in the workplace to perform your job, for example, because it involves a high degree of personal interaction or collaboration with colleagues, students or third parties or involves equipment that is only available in the workplace;

ii. your most recent personal development review identifies any aspect of your performance as unsatisfactory; or your line manager has advised you that your current standard of work or work production is unsatisfactory;

iii. you have an unexpired warning, whether relating to conduct or performance; or

iv. you need training and/or supervision to deliver an acceptable quality or quantity of work, or during an induction period in a new role.

4.11. If you are working under a smart working arrangement you agree to:

i. have a suitable working environment at your remote working location that enables you to carry out your role effectively;

ii. continue to work the hours required by your contract of employment;

iii. manage your workload effectively and complete work to set deadlines;

iv. identify and resolve any new pressures created by working from a remote working location;

v. adapt to new working practices, including maintaining contact with your line manager and colleagues at work;

vi. exercise flexibility to make changes on the University's reasonable request to the smart working arrangement, including to the days, times and location of work between your workplace and your agreed remote working location, to meet the needs of the University;

vii. determine any resulting tax implications for yourself;

viii. make arrangements for the care of any children or other dependants when you are working; and

ix. finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

5. Location

5.1. For the majority of colleagues, the primary remote working location will be their home. Colleagues may work from alternative remote working locations as part of their smart

working arrangements but should ensure that the location is suitable to undertake their work in accordance with this policy and the expectations of the Head of School or Function.

5.2. You cannot work from a remote working location overseas under the smart working arrangements. Working overseas at any time will require separate approval from UEB and there is no guarantee that this will be agreed. Working remotely from overseas entails complex legal and financial implications for the individual and the University.

5.3. The University reserves the right to require you to return to work from your main workplace or your primary remote working location if required in accordance with paragraph 11.

6. Management, training and workplace attendance

6.1. Your line manager will remain responsible for supervising and assessing you wherever you work and will agree the best way to maintain regular contact and provide ongoing supervision. Your line manager will regularly review your smart working arrangements and take steps to address any perceived problems.

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

6.3. When starting a new role or undertaking new or different activities in your role, it may be appropriate to review or amend existing smart working arrangements. You should not assume that arrangements agreed in a particular role, team or School/Function can be transferred to a different role, team or School/Function.

6.4. If you are subject to a verbal or written warning for any reason, or your manager has raised performance concerns with you, your smart working arrangements may be altered or terminated, and you may be expected to work in the workplace while this is resolved.

6.5. All colleagues will be provided with the same opportunities for training, development and promotion irrespective of their smart working arrangements.

6.6. You agree to attend the workplace or other reasonable location to undertake teaching or research activities as required and for meetings, training courses or other events which we expect you to attend on the dates and times required.

6.7. The University wishes to ensure the effective use of workspaces. Over time this will mean that those working on campus for only part of their working time may need to share appropriate workspaces or offices or hot desk with other colleagues.

7. Health and safety

7.1. When working from your remote working location you have the same health and safety responsibilities as when working in the workplace. 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 attend our usual health and safety courses, read the health and safety policies and notices and undertake to use equipment safely.

7.2. If you are working from home, you should ensure that the workspace is suitable for your needs and complete any necessary online DSE training. We retain the right if it is necessary or appropriate to carry out a health and safety risk assessment. The need for such inspections will depend on the specific circumstances, including the nature of the work undertaken.

7.3. You must not have face to face meetings in your remote working location with students or third parties and must not give students or third parties the address or telephone number of your remote working location.

7.4. 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 speak to your line manager without delay so that we work with you to deal with this.

7.5. You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager or Health and Safety Services.

8. Equipment and suitable workspace

8.1. It is your responsibility to ensure that you have a suitable workspace at your remote working location. See guidance on DSE and remote working.

8.2. It is your responsibility to ensure that you have sufficient and appropriate equipment for working from your remote working location. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.

8.3. Where portable equipment is provided by the University (for example, a University laptop) it remains our property and you must:

i. ensure it is only used by you and only for the purposes for which we have provided it;

ii. take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and

iii. make it available for collection by us or on our behalf when requested to do so.

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

8.5. On termination of your smart working arrangement or on termination of your employment it is your responsibility to return all equipment provided by the University to your normal workplace.

8.6. If you have a disability, you should inform your line manager if you require any special equipment to work from your remote working location comfortably. Further advice may be sought on appropriate reasonable adjustments.

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

9. Insurance requirements

9.1. Equipment provided by the University will be insured under the University Policies. You shall not do, cause or permit any act or omission which will invalidate the insurance policy.

9.2. The University is 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.

9.3. 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 and inform your home and contents insurance provider of your working arrangements if required.

9.4. 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.

9.5. When you are working from your remote working location you are covered by our employer's liability insurance policy.

10. Data security and confidentiality

10.1. Your line manager and Head of School or Function must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

10.2. You are responsible for ensuring the security of confidential information in your remote working location and when travelling to and from your workplace.

10.3. When working from your remote working location you undertake to:

i. comply with our instructions relating to password security and use our designated multi-factor authentication;

ii. comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;

iii. ensure any home Wi-Fi network is password protected and secured to a good standard;

iv. use University issued and approved communication channels and software, such as Outlook, One Drive and Teams, for University work; sending work-related emails and messages through designated University of Reading email and other communication facilities;

v. maintain a private space for confidential work and calls; ensure no one else in your remote working location has access to confidential information stored on your computer or other devices; and ensure that any display screen equipment is positioned so that only you can see it, or a privacy screen is used and lock your computer terminal whenever it is left unattended;

vi. keep all papers containing confidential information (which includes personal data) secure when not in use, and ensure that no one else in your remote working location has access to such papers;

vii. to only use personal devices by exception and not use them for *storage* of University data; where personal devices are used for work purposes, to install current antivirus and malware protection;

viii. take extra care to ensure that you have all your belongings with you when travelling between your remote working location and workplace. Do not leave confidential information, or devices, unattended, including within vehicles; and

ix. to keep printing of confidential information to an absolute minimum and only when required. Ensure that confidential information is returned to your workplace and securely disposed of via existing University confidential waste channels and at all times comply with our instructions on document retention.

10.4. 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.

10.5. You confirm that you have read and understood our Information Compliance Policies in force and updated from time to time regarding the security and 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.

10.6. If you discover or suspect that there has been an incident involving a compromise of personal data or the security of University information, including loss or theft, you must report it immediately to IMPS (imps@reading.ac.uk). Lost or stolen devices, or suspected malware (such as ransomware) must also be reported to DTS immediately.

11. Termination of smart working arrangement

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

11.2. If you want to terminate your smart working arrangement, you must give your line manager reasonable notice to allow future workspaces to be agreed. You are responsible for returning any equipment that is no longer required in your remote working location.

Document control

VERSION	FUNCTION	APPROVING AUTHORITY	APPROVAL DATE	REVIEW PERIOD	NEXT REVIEW
1.0	HR	UEB	October 2021	3 years	October 2024