

# Flexible and Remote Working Policy and Procedure

**Policy name: Flexible and Remote Working Policy and Procedure**

**Approved by RIAM Governing Body: 08/04/2021**

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## 1. Introduction

This Flexible/Remote working policy recognises that an improved work-life balance can enhance employee motivation, performance and productivity. The RIAM seeks to support its employees achieve a better balance between work and personal commitments and will make every reasonable effort where possible to accommodate flexible/remote working requests, taking into account the needs of the business as well as individual needs. This flexible/remote working policy outlines the procedure for an employee to submit a request for consideration by the RIAM to avail of a flexible/remote working arrangement as well as the procedure for agreed flexible/remote working arrangements.

Any request for a flexible/remote working arrangement shall be considered by the RIAM in a fair and transparent manner in line with this policy. If the request is granted, the RIAM will agree a formal written flexible/remote working arrangement with the employee that will outline the conditions governing their working arrangement, the responsibilities of the RIAM and the employee as well as any governance controls or measures required for this working arrangement.

The employee's existing obligations under their contract of employment remain unaltered and in particular where an employee's request for flexible/remote working is facilitated their attention is drawn to the contractual terms around exclusivity of employment with the RIAM and the contractual hours of work.

Neither this policy nor any agreed flexible/remote working arrangement confers or is intended to confer any legal or contractual entitlement on an employee to work flexible/remotely. The RIAM reserves the right to refuse, modify or terminate any flexible/remote working arrangement.

All the RIAM's policies and procedures apply equally to any employee on a flexible/remote working arrangement.

The RIAM may facilitate the following flexible/remote working arrangements when considering a request for flexible/remote working from an employee:

- *Flexitime* – this is where an employee can vary their start and finish times outside of the business core hours and that they complete the required hours of work each week as specified in their contract of employment (core hours are 10am-4.00pm).
- *Part-time* – this is where an employee works fewer hours than full-time employees.
- *Remote working* – this is where an employee regularly carries out all or some of their duties from a remote location. This can be from the home, a co-working space or a hybrid model where work is carried out partly in the office and partly remote working.

## 2. Scope

The following policy document applies to RIAM administrative staff only and to remote working within Ireland.

This policy applies to all employees who meet the eligibility criteria set out further in this document. Requests for flexible/remote working will be agreed on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working pattern. Employees and management are required to be realistic and recognise that not all flexible/remote working arrangements will be appropriate for all roles.

When considering requests for flexible/remote working, the RIAM will consider a number of factors including, but not limited to the following:

- The suitability of the role for the flexible/remote working arrangement selected
- Eligibility requirements
- Costs associated with the proposed arrangement
- The skillset and ability of the individual
- The impact and effect of the proposed arrangement on other staff
- The need for, and effect on, supervision
- Existing flexible/remote working arrangements
- Availability of staff resources
- Whether it is a request for a reasonable adjustment related to a disability/illness
- Health and safety issues

## 3. Definitions

For the purposes of this policy, the following definitions shall apply:

**‘RIAM Offices’** – Royal Irish Academy of Music, 36-38 Westland Row, Dublin 2

**‘Flexible/remote working arrangements’** - A work arrangement that is flexible/remote in its nature and temporarily departs from any of the standard working hours and days or main work location in the RIAM.

**‘Remote Work’** - Work performed by an employee at a location outside of the defined office locations either in the home or at another location which involves the electronic access to, processing and/or storage of the RIAM’s software, systems and information/data.

**‘Flexible/remote work request’** – A written request by an employee to perform work via a flexible/remote work arrangement.

**‘Flexible/remote working arrangement’** - A formal, written agreement between the RIAM and the employee that governs the flexible/remote work performed by an employee at a designated workspace within his/her home or other office that is not the RIAM offices. Such agreement will outline the conditions applicable to the flexible/remote working arrangement, the responsibilities of the RIAM and the employee, and the risks associated with flexible/remote work and the controls and measures required.

**'Requester'** - An employee who applies for a flexible/remote working arrangement and has submitted a flexible/remote working arrangement application form to their line manager and the Human Resources (HR) Department.

## 5. Policy

### 5.1. Eligibility

An employee is eligible to submit a flexible/remote working arrangement for consideration if they satisfy the criteria outlined below:

- A minimum service requirement of 6 months.
- Has successfully passed probation.
- Has a clear disciplinary record.
- Suitability of role for the particular flexible/remote working arrangement

### 5.2. Application process for a flexible/remote working request

Employees should complete the flexible/remote working request form and send it to their line manager ensuring they provide all relevant details and complete all relevant sections. Failure to provide adequate details in the flexible/remote working request form may result in their application being rejected. The form must be supported and signed off by their line manager before issuing it to HR.

Once the completed flexible/remote working request form is received, HR will arrange a meeting to explore the viability of the proposed flexible/remote working arrangement, factoring in the needs of the employee and the RIAM. It is proposed that the meeting will be arranged within 28 days of the RIAM receiving the request. This time limit may be extended by agreement of both parties.

As part of the consideration for any flexible/remote working applications, HR may request additional information to be provided and may require such assessments and reports to be conducted as considered necessary. These may include, but are not limited to:

- A risk assessment of the designated workspace in the home or other office
- IT assessment of the designated workspace in the home or other office

If an employee suffers from any medical issue that may influence flexible/remote working and/or impacts his/her fitness to work alone, then the employee may be requested to provide medical evidence that he/she is fit to work alone and provide details of any special accommodations required to facilitate same. The RIAM reserves the right to require the requester to attend an Occupational Health Specialist. The outcome of the report may form part of the considerations of a request for flexible/remote working.

If the employee fails to attend a meeting and fails to attend a rearranged meeting without good reason, their application for flexible/remote working will be deemed to be withdrawn.

Where a request can, without further discussion, be approved as stated in the employee's written application, a meeting to discuss the request may not be necessary. The employee will be informed of this and the RIAM's agreement to the request for flexible/remote working within 28 days of the RIAM receiving the request.

### 5.3. Responding to a flexible/remote working request

Each request will be considered on a case-by-case basis factoring in the criteria set out earlier in this policy. The employee will be informed in writing of the RIAM's decision as soon as is reasonable, but no later than 21 days after the meeting except where agreed between the parties.

The request may be granted in full, in part or refused. The RIAM may propose any of the following:

- A modified version of the request
- It may be granted on a temporary basis

If the request is agreed, the employee will be sent a confirmation letter which will include details of the agreed flexible or flexible/remote working arrangements, the matters to be attended to by the employee and an envisaged start date. A trial period may be applied to assess the suitability of the flexible/remote working arrangement.

### 5.4. Right to appeal decision

The employee may appeal the decision if their request for flexible/remote working is refused. This must be made in writing within 7 days and they must clearly state the grounds on which they are appealing the decision. The appeal will be heard within 14 days. The employee will then be informed of the outcome to their appeal within 14 days of the appeal meeting. The decision made on the appeal will be final.

### 5.5. Trialling the new flexible/remote working arrangement

In the case where a request has been granted on a fixed term basis subject to a trial period, it will operate for 3 months. The trial period will allow sufficient time for the employee and the RIAM to implement and see how the new working practice operates. A review meeting will take place once the trial period has ended.

This meeting will explore either the need to extend the original trial period, the necessity to cease the arrangement or explore the long-term viability of the new arrangement. Once an agreement has been made, the employee will be required to sign the agreement. The RIAM reserves the right, at the end of the agreed trial period to require the employee to revert to their previous working arrangement.

## 6. Procedure for agreed Remote working arrangements

### 6.1. Risk Assessment

Once an application has been agreed for remote working, a risk assessment will be conducted on the designated workspace in the home or other office prior to the start of the remote working arrangement.

### 6.2. Contract of Employment

The employee's existing obligations under their contract of employment remain unaltered and the RIAM's employment policies and procedures equally apply to an approved flexible/remote working arrangement. An employee's failure to adhere to applicable practices, policies and procedures may result in a remote working arrangement being terminated.

### 6.3. Remote Working Arrangement

Any special conditions applicable to, or measures required to facilitate flexible/remote work will be detailed in the remote working arrangement. Adherence with such essential conditions and the successful implementation of required measures are fundamental, therefore any failures in this regard may result in a flexible/remote work arrangement being terminated.

The formal arrangement for Remote working will cover the following:

#### 6.3.1. Frequency & Duration of Remote Work

The agreement will set out the commencement date and detail whether the remote working arrangement is part-time or full-time. In the case of partial remote working, the frequency and agreed days for flexible/remote working will be specified. The employee will be required to attend the RIAM's office on the remaining days or other location as specified by the RIAM.

#### 6.3.2. Additional clauses for a remote working arrangement:

Save in exceptional circumstances, the maximum number of days per week which an employee may work remotely from home or another office is 4 days of the working week.

For exceptional circumstances, the RIAM may authorise an employee to work on a remote basis from home or another office for 5 days per week for a temporary period. This exceptional arrangement will be temporary and will occur only where circumstances arise that prevent the employee from attending the RIAM offices (for example the Covid-19 pandemic)

All remote work arrangements will be subject to a formal annual review and it may coincide with the employee's annual performance review where appropriate.

#### 6.3.3. Consent to enter employee remote place of work

The employee agrees to give the RIAM right of access to their home upon reasonable notice of at least 10 days or where agreed in a flexible/remote working arrangement for the following purposes:

- To inspect the working environment to assess its suitability for health and safety purposes, this can also be carried out via Zoom where necessary in agreement with the employer/employee.
- To inspect, install and/or make periodic checks to ensure the proper security arrangements for electronic and physical data (property of RIAM only).
- To collect files, RIAM equipment or re-allocate work to colleagues in the event of long-term sick leave or some other extended absence.

#### 6.3.4. Availability and communication requirements

The employee is reminded of the increased importance of communication around availability and accessibility and should follow these in line with RIAM practices in particular to their availability on their calendar.

The employee will liaise with his/her manager to agree regular, 'in-office days' when the employee will be based in the RIAM offices and be available for team and other

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meetings. The employee and his/her manager must establish clear expectations for response times for all parties and agreed appropriate communication methods via the RIAM channels [email/phone/Zoom/Teams etc.]

### 6.3.5. Absence Management

All absences should be notified in line with absence policy.

During an absence, the employee should make arrangements to have his/her calls diverted to an appropriate colleague or the office and set up his/her out of office message or arrange for the out of office to be set up by the IT department.

### 6.3.6. Time & Attendance

An employee must record his/her working hours and leave in Excel and make this available to HR and their line manager on request. They must ensure they take all rest breaks in line with the Organisation of Working Time Act, 1997 - details of which can be requested from HR.

### 6.3.7. Availability of Suitable and Safe remote Workspace

For a flexible/remote work arrangement to operate effectively, a single, specific workspace must be available and designated in the home or other office. To ensure this the following considerations will apply:

- Operational
- Health and Safety
- Security & Data Protection

### 6.3.8. Operational

The home or other office must have sufficient space to allow the employee to give his/her full effort and attention to the performance of his/her duties during working hours in an environment that is free of noise and distraction.

The home or other office must be suitably equipped and configured to enable the employee to perform his/her role and duties effectively and will typically need to be equipped with the following:

- desk
- chair
- secure storage
- suitable lighting and heat
- computer
- telephone
- adequate and reliable internet access

Where a remote working arrangement is agreed the equipment to be provided will be discussed with each employee prior to the commencement of the remote working arrangement on a case by case basis.

The employee will take reasonable care of any RIAM property within his/her possession and arrange for its secure storage. As per the employee's contractual terms, he/she agrees to return and/or facilitate the return of the RIAM's equipment, furnishings and materials when

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requested, upon the termination of the remote working arrangement and/or the employee's employment. The RIAM may request the return of its property to facilitate the inspection, maintenance and repair as required or upon the termination of the remote working arrangement and/or the employee's employment. The employee must return and/or facilitate the return of the RIAM's equipment, furnishings and materials within 5 days of receiving a request from the RIAM.

The employee will be required to ensure that an adequate and consistent internet connection is available in the home office that is sufficient for the employee to perform his/her role and duties. The RIAM's IT Department may need to assess and verify the internet/network connection in a home office to determine its suitability.

### 6.3.9. Health and Safety

A remote working arrangement will only be facilitated on the basis that the designated workspace is a suitable work environment which allows the RIAM and employee to fulfil their corresponding obligations under the Safety, Health and Welfare at Work Act 2005 which includes particular cognisance of the Display Screen Regulations and the minimum requirements detailed in [Schedule 4, Regulation 72](#) that govern an employee working in a home or other office.

While the RIAM is cognisant of and implements measures to meet their obligations as far as is reasonably practicable to provide a safe place and safe system of work, an employee performing flexible/remote work is also responsible for their part in the provision of a safe place of work and to be responsible for their own health and safety and that of others.

The employee will use equipment properly and as instructed, cooperate with the RIAM on all health and safety matters, attend any training sessions, and report any suspected health and safety defects or issues including any work-related stress issues.

### 6.3.10. Accident & Incident Reporting

Employees are, as with all RIAM policies, reminded of the continued importance of reporting any incident or near misses that occur that is related to their flexible/remote working arrangement and should follow the procedure outlined in the Accident and Incident Reporting Policy.

### 6.3.11. Security & Data Protection

Employees are, as with all RIAM policies, reminded of the continued and heightened importance of data protection and privacy rights while working flexible/remotely and are referred to the RIAM policies in this regard in particular those outlined in the RIAM's data protection, IT, E-mail and social media policies that relate to IT usage and documentation storage.

The IT Department may need to assess the employee's access, storage and back-up requirements and make recommendations for the necessary measures and safeguards required to ensure that such measures implemented are appropriate for a flexible/remote working arrangement. These measures may include, but are not limited to the following:

- Commitment to adhere to IT/data protection protocols, policies and procedures when working remotely.

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- Undertake additional IT training on data protection and IT security.
- Keep passwords secure and never share user accounts, passwords or credentials with anyone else.
- Take reasonable care to prevent the loss or theft of mobile devices, laptops and associated IT equipment etc and prevent any unauthorised access to data or systems including paper-based documents.
- Report any loss or theft of mobile devices, laptops and associated IT Equipment etc. to the IT Department.
- Maintain strict confidentiality of all data and correspondence, both electronic and manual.

### 6.3.12. Performance management

The RIAM must monitor and manage the performance of all of its employees effectively including those who are working remotely from a home or other office. In the case of an employee performing remote work, the RIAM's line of sight will differ and may be more limited than for office-based staff.

Prior to the commencement of any remote working arrangement, an employee and his/her manager must agree and implement a suitable process for managing and monitoring the employee's performance and productivity as well as measuring the effectiveness of the flexible/remote working arrangement. The employee and manager must agree specific effectiveness criteria and/or measurements and feedback mechanisms. These must be clearly specified in the agreement for flexible/remote working.

### 6.3.13. Meetings

Employees on a remote working arrangement must not use their own home to meet with clients or stakeholders nor should they give out their home address or personal telephone number.

### 6.3.14. Dress code

Employees in a remote working arrangement are expected to dress in a professional manner when conducted video conferencing calls with clients, colleagues and other stakeholders.

### 6.3.15. Insurance

According to recent [advice for organisations released by Insurance Ireland](#), it is further understood that any equipment provided by an employer to an employee to work remotely is the responsibility of the employer and is typically covered under the business's material damage section of its business package policy, subject to policy limit.

The RIAM can confirm that any equipment supplied by RIAM to the employee to carry out their duties from home/remotely such as laptop/printer/office chair etc. will be covered by RIAM insurance policy.

### 6.3.16. Regular review

All flexible/remote working arrangements will be subject to review on an ongoing basis as required to evaluate the suitability and effectiveness of the arrangement. and may be subject to a formal review on an annual basis.

## 6.3.17. Termination or modification of a flexible/remote working arrangement

Where the RIAM decides to modify or terminate a flexible/remote working arrangement, the employee will be notified in writing within 2 weeks' notice. In the case that the flexible/remote working arrangement will be modified, the employee will be provided with the details of the modification(s) and the measures required. The employee will be advised of any actions they need to carry out if applicable and within a certain timeframe. Failure to implement the modifications may result in the termination of the flexible/remote working arrangement. Where the RIAM decides to modify or terminate a flexible/remote working arrangement, it will endeavour to provide reasonable notice of its decision prior to such modification or termination taking effect. However, the provision of notice prior to the modification or termination of a flexible/remote working arrangement may not be possible in all circumstances.

## 7. Responsibility

7.1 The RIAM Secretary is responsible for overseeing this policy and its operational procedures.

## 8. Legislation and Regulation

8.1.1 Protection of Employees (Part-Time Work) Act 2001

8.1.2 Employment Equality Acts 1998 to 2011

8.1.3 Organisation of Working Time Act 1997

8.1.4 SAFETY, HEALTH AND WELFARE AT WORK ACT 2005

## 9. Related Documents

9.1 Further information can be found at <https://enterprise.gov.ie/en/What-We-Do/Workplace-and-Skills/Remote-Working/>

Please see appendix 1 for Application Procedure and Appendix 2 for Application Form.

## 10. Document Control

### Review of this policy

The RIAM reserves the right to alter or amend this policy from time to time and employees will be notified of amendments by way of written notice and/or electronic notice (which may be by e-mail or by notice on the staff intranet).

Approved by the Governing Body on 08/04/2021

Revision 1 approved by the Governing Body on 08/04/2021

Next review: Academic year 2022/2023

## Appendix 1

### Application procedure

#### RIAM Flexible/Remote Work

You may discuss any proposed flexible working arrangement with your line manager or HR. All applications will be considered, taking into account the business needs and needs of the individual.

Employees must complete the application form, discuss their application with their manager, and when an application has been agreed, send it to the HR department. Each request will be considered on the basis of the business operation requirements at the time and the feasibility of implementing the working arrangement in the relevant department. Consideration will also be given to the individual's situation and whether they request a permanent or temporary arrangement. All arrangements will be introduced on a pilot basis and subject to regular review.

Decisions will be communicated to employees within 28 days. HR or your manager may request to meet with the applicant prior to making a decision to discuss any issues and impacts arising from the arrangement. In situations where it is not possible to grant the request for a flexible/remote working arrangement, a compromise may be reached between the manager and the employee. Reasons whereby a request may be refused include (although this is not an exhaustive list):

- burden of extra costs and budget implications;
- inability to rearrange work among existing employees;
- detrimental effect on ability to meet customer demand;
- existing flexible working arrangements;
- lack of skills balance and inability to recruit additional staff.

The decision will be given in writing to the employee. All such arrangements will have a trial period (as per the policy document 3 months). Where an employee's request is approved, the employee will be asked to sign a contract addendum or agreement document.

An employee may appeal the decision not to provide such arrangements in respect of their particular role within 7 days. The decision made on appeal is final.

## Appendix 2

### RIAM Flexible/Remote Working Application Form

Name	
Office/Department	
Line Manager	
Date	

#### Questions for Applicant only

Please detail the type of flexible working arrangement you would like to avail of.

When would you propose to start the new flexible working arrangement?

Please describe any equipment or additional expenses this arrangement might require.

Are there any barriers to making this change? Can you suggest solutions to overcome these?

#### Questions for Applicant and Line Manager together

**(NB. Review and Performance Management processes should be mutually agreed)**

What review process is proposed for constructive monitoring and improvement of the working arrangement?

What deliverables and measurements are proposed to assess how performance is meeting or exceeding expectations?

#### Questions for Line Manager only

How would this arrangement impact on business and/or customer needs?

How would this arrangement affect other employees in the section?

Are there any short or long term costs that might result from this arrangement?

Any other comments?