

## General

1. This is a e-working contract between  
(name of e worker) : \_\_\_\_\_  
who is employed as a  
(job title/grade) : \_\_\_\_\_  
by (Company name) : \_\_\_\_\_  
and covers the setting up of a workplace outside the Company in the above-mentioned e-worker's home or on a remote site.  
This contract will commence on : \_\_\_\_\_  
The location of the workplace will be \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone number : \_\_\_\_\_
2. It is the aim of this contract to ensure that e-working is effective and mutually beneficial to both the e-worker and the Company.
3. The e-worker will retain full employee status. Pay and conditions of employment will remain unchanged. The normal sick leave notification, procedures and entitlements apply. Working Hours And Attendance

## Requirements

4. The e-worker is required to attend the Company's office premises for at least \_\_\_\_\_ days per week/month. These must be agreed in advance with the e-worker's local manager. Core hours of work, contact arrangements and procedures for recording hours worked as formally agreed with the e-worker's manager are appended as Schedule 1 to this document. Schedule 1 may include an agreed pattern of working outside normal business hours. Records of hours worked (both at home and in the office) must be kept and presented to the e-worker's manager each week/month.
5. Changes to Schedule 1 may be made at any time provided that these are agreed by both manager and e-worker. Both sides agree to an automatic review of this contract in the event of a change of manager.
6. The availability of sufficient cover for the work of the Company is paramount. Therefore, certain days may not be suitable for e-working. Where more than one individual in a division or project team is e-working then it may not be possible to allow all people to e-work on the same days. If

the e-worker is required to attend a meeting in the office, or a training course, even if it is on one of the e-worker's e-working days, the e-worker must attend. Reasonable notice must be given when this happens. Every effort will be made to minimise the occurrence of this.

#### Performance Targets

7. The objectives and work targets of the e-worker as agreed under the Performance Management Scheme (role profile etc.) are appended as Schedule 2 to this document. Lack of progress in achieving these targets shall be grounds for immediate termination of this contract and return of the e-worker to normal working, provided that all training and developmental arrangements agreed as part of the performance review have been honoured by the manager.

#### Home Office Equipment And Costs

8. It is a condition of this agreement that the e-worker provides a designated office space in the home or designated office space on the remote site, which can be guaranteed free of distractions for the working period. The e-worker agrees not to engage in any form of conflicting non-Company work or home activity during e-working hours.
9. The Company, as employer, has certain responsibilities for health and safety in the workplace in a e-working environment. Under the Safety, Health and Welfare at Work Act, 1989 there is a requirement that a safety statement be in place for all work locations. The Company will provide an outline template safety statement and the e-workers will complete a safety statement for their e-working place of work in advance of commencing e-working. The Company reserves the right to inspect the home working environment in advance of e-working starting. If any health and safety issues arise, these must be resolved to the Company's satisfaction, before e-working commences.
10. The following will be provided by the Company, if required, for the duration of the e-worker's contract:
  - (i) PC including modem, printer and software
  - (ii) Extra PSTN line or ISDN line
  - (iii) Desk, office chair, desk lamp, secure storage, shredder/bin
  - (iv) Desktop document holder
  - (v) Fax
  - (vi) Electrical inspection and modifications to sockets/wiring as necessary
  - (vii) Smoke alarm, fire extinguisher
11. The Company will pay for all of the above equipment and its maintenance.
12. All equipment supplied by the Company will remain Company property. This equipment should be used solely for work purposes and is only for use by the staff member. The Company policies on the use of the network, email, voicemail and the Internet applies to all e-workers. The e-worker must ensure that no member of their household gains access to any confidential information on the PC or to their passwords or to an unauthorised site via the equipment supplied by the Company. In the event of this happening the responsibility for such action will rest with the e-worker and disciplinary action may be taken which could, inter alia, result in the termination of this contract.

13. All equipment must be returned to the office, if necessary by courier service, when either maintenance or servicing is required. Equipment and any office furniture provided is Company property and the same rules apply as in the workplace regarding use of equipment. Stationery or other work related materials and consumables required should be collected while working in the office.
14. The e-worker will continue to have a desk and facilities at the Office for the days she/he is not e-working. This may be shared with one or more e-workers.
15. Along side telephone support, IT technical support and social support can be extended to the e-worker's home through the ease to e-working website ([www.eircom.ie/ease-to-e-work-project](http://www.eircom.ie/ease-to-e-work-project)).

#### **Training**

16. The e-worker must be competent in the software packages listed in Schedule 3 attached
17. Each Company's Training and Development department will assist where there is a skills deficit.

#### **Access To The Home Office**

18. Home visits or inspections may be needed to ensure e-worker safety. The Company is sensitive to the fact that the e-worker's office will be at home or on a remote site. Appropriate notice will be given (two days) before such a visit will take place. The e-worker should be aware that Inspectors from the Health and Safety Authority have a statutory right to visit the workplace of any e-worker.

#### **Confidentiality**

19. The Company has the utmost confidence in the integrity of its staff in dealing with confidential information. The Statistics Act, 1993, the Data Protection Act (1988) and the Official Secrets Act, 1963 place responsibility on all employees regarding the processing of information. All Company information is confidential and any disclosure can leave individuals liable under the Acts. Computer printouts must be treated the same as on screen information with regard to confidentiality. A lockable press and shredder will be provided to help the e-worker ensure confidentiality and integrity of information.

#### **Insurance**

20. The Company confirms that it is responsible for all Company owned equipment, including theft, fire or damage to equipment or materials and third party liability. The Company is also responsible for employer's liability cover for that area where work is carried out and for the period of the hours of work. The value of Company equipment is (EUR ).
21. Most home insurance policies are designed specifically for domestic purposes. The e-worker must inform their insurance company to avoid invalidation of their own policies due to undervaluing clauses. Participants must inform their own insurance company of their participation in the Scheme.

#### **Communications**

22. Communications is a very important issue for e-workers. A system of communications with manager, colleagues, clients and suppliers covering core contact times, team meetings, appropriate

methods of communication, frequency of contact and feedback must be agreed in advance. The e-worker must maintain a weekly diary on the experience of e-working (see Schedule 4).

#### Evaluation Of The Project

23. To ensure the success of this programme, it is intended that the programme will be continuously evaluated and the e-worker is required to attend meetings and where appropriate, training courses.

#### Termination

24. The e-work agreement is voluntary and both the e-worker and the Company have the option to return to on-site working arrangements with three months notice on either side.
25. The e-worker will be eligible to apply for any staff vacancies as they arise. If the e-worker applies for another job and is successful then this e-work agreement will be terminated.
26. The e-work pilot scheme will end on the completion of the ease to e-working project. Unless otherwise agreed with the Company, the e-worker will return to normal working arrangements at that time.

NAME OF E-WORKER: \_\_\_\_\_ DATE: \_\_\_\_\_

STAFF/EMPLOYEE NUMBER: \_\_\_\_\_

LINE MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

STAFF/EMPLOYEE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

HUMAN RESOURCE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

**SCHEDULE 1**

Core Hours Of Work: \_\_\_\_\_

[Example: 10.00 to 12.30 and 14.30 to 16.00 daily]

Note: These are the core times which the e-worker will work and be available to be contacted on every e-working day.

**Contact Arrangements: (Specify Details)**

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Contact arrangements will be as arranged between the e-worker and their line manager. Contact may be initiated by manager by any means at any time within agreed core hours.

**Procedures For Recording Hours:**

Hours of work to be recorded daily by e-worker and submitted on a weekly/monthly basis to manager.

SAMPLE

**SCHEDULE 2**

Objective and Work Targets (Specify details):

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**SCHEDULE 3**

Relevant Software Packages required and in which e worker is competent:

Microsoft Office (Word, Excel, Access, Outlook): [ ]

Lotus Notes: [ ]

SAP: [ ]

Other: 

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**SCHEDULE 4**

**Communications**

**Weekly Diary and Guidelines for e-workers**

Communication between the manager and the e-worker is essential to success. Technology facilitates communication but the people involved must agree on what and when to communicate.

Home office work days: \_\_\_\_\_

Company office work days: \_\_\_\_\_

Core hours when e-worker will be available: \_\_\_\_\_

When will e-worker check: \_\_\_\_\_

Voicemail: \_\_\_\_\_

e-mail: \_\_\_\_\_

Faxes: \_\_\_\_\_

Method of briefing on new tasks: \_\_\_\_\_

Method of briefing on progress: \_\_\_\_\_

Method of briefing on continuing tasks: \_\_\_\_\_

Forwarding phone calls from the company's office: \_\_\_\_\_

Forwarding urgent correspondence from company's office: \_\_\_\_\_

Forwarding other urgent correspondence from company's office: \_\_\_\_\_

Forwarding less urgent correspondence from company's office: \_\_\_\_\_

Dealing with phone calls, e-mail and faxes outside core hours: \_\_\_\_\_

How and when meetings will be scheduled: \_\_\_\_\_

How and when e-working problems will be discussed: \_\_\_\_\_

How and when technical issues will be resolved: \_\_\_\_\_

How and when feedback and appraisal will be given: \_\_\_\_\_

How and when other issues will be discussed: \_\_\_\_\_

Signed (Employee): \_\_\_\_\_

Signed (Manager): \_\_\_\_\_

Date: \_\_\_\_\_