



Remote Working Policy

1. Preamble

- 1.1 This policy has been agreed at a time when a range of events in society generally are reshaping the future of work to such an extent that many established norms relating to when, how, where, who and what work is performed are being redefined. An Post wants to be at the forefront of these changes and in conjunction with its Trade Unions has identified the opportunity to build a more people centric workplace, leading to higher levels of engagement and productivity.
- 1.2 Responding to the challenges associated with the future of work, while at the same time maximising the opportunities it presents for both the Company and individual employees, through a policy is a fine balance, with so many unknowns at the time this policy is agreed. In that regard the parties accept that the immediate future is a period of “test and learn” where openness to understanding and responding to lessons learned as the nature of work changes will be important to ensuring that the maximum benefit is derived for all concerned, particularly in operating remote working practices.

2 An Post’s vision for the future of work

- 2.1 An Post’s broader vision is to act for the common good for now and for generations to come. Providing staff with access to remote working, where practicable, is consistent with this goal as well as benefiting our staff and customers. We want to ensure our ways of working are innovative and that we continue to support our front line colleagues. In doing that we want to offer staff who operate in roles amenable to remote working more options to work more flexibly and the model operated in the Company will reflect that.
- 2.2 To this end the parties have agreed this policy to enable the achievement of remote working in a fair, transparent and people centric manner. Operating this policy is intended to ensure staff who avail of remote working are developed and will remain connected to the Company, our customers and their colleagues while having more flexibility about where they work.

The Company is fully committed to further developing this approach with the An Post Group of Unions as we have experience of its operation.

- 2.3 The Company aims to facilitate remote working, where feasible, subject to business requirements and taking account of individual employee needs. In doing so the Company will seek to promote an environment where remote working is a sustainable workplace practice.
- 2.4 Every effort will be made to facilitate employees and any refusal of an employee application for remote working will be based on transparent, and objective criteria. An application cannot be refused on any of the nine grounds prohibited under the Equality Act i.e. age, family status etc.
- 2.5 No employee who avails of remote working under the terms of this policy will be treated less favourably than any other employee as a result of them doing so. Employees will receive appropriate supports from the Company to assist them in working remotely.

3. Remote Working – Definition

- 3.1 For the purpose of this policy **Remote Working** is defined as a form of organising and/or performing work, using information technology, where work, which could also be performed at Company premises, is carried out by employees away from those premises on a regular basis.
- 3.2 The location at which work is performed remotely in the context of this policy is generally taken to be the employee's principal residence but, could also include other options such as
- A Company workplace hub
 - An enterprise, innovation or community hub
 - A co-working space
- or any combination of the above by agreement.

4. Purpose of Policy

- 4.1 **The overall purpose of this Policy is to provide a flexible framework which helps realise the Company vision for remote working. The policy sets out guidelines and provisions which give clarity about the circumstances in which remote working will generally operate. The guidelines relating to the extent to which remote working will apply are not intended to limit the application of remote working where it is recognised that individual needs, and the ability to accommodate them within each work area, will vary. As such a “one size fits all” approach is not viewed as being appropriate.**
- 4.2 Remote working will be operated by the Company as part of the broader suite of flexible working arrangements such as flexi-time, enhanced parental leave, work-sharing etc. Subject to 4 and 5 below, it provides the opportunity for those employees who are engaged in activities which in whole, or in part, can be performed remotely, with the assistance of technology, the opportunity to do so.
- 4.3 In operating this policy the Company reinforces its commitment to the UN Goals on Sustainable Development by providing a mode of working which reduces commuting to work, makes work accessible to those who might otherwise be excluded, e.g. those with a disability, and supports employees by adding to the range of flexible work arrangements they can avail of to achieve optimal work / life balance, including situations where care obligations can be balanced with remote working.

5. Scope of Policy

- 5.1 This policy is intended to apply in circumstances where the operation of remote working arrangements in any particular business area supports the Company's fulfilment of:
- business objectives
 - statutory obligations
 - contractual obligations to a third party
- 5.2 The operation of the policy in any individual instance must contribute to effective team working or collaboration among team members. The need to support effective team working and promote effective collaboration will, therefore, be a factor taken account of by line management in deciding the extent to which an application made by an employee under this policy can be accommodated. In all circumstances where remote working applies regular open dialogue between the line manager and employee and other employees must be maintained

to ensure links with other colleagues / team members and day to day operations of the work area are maintained.

- 5.3 This policy applies to those employees who would normally perform some, or all, of their role at a fixed Company location (i.e. their normal place of work) and relates to circumstances where a scheduled attendance on any given working day is performed by an employee at an approved location other than a Company premises.
- 5.4 Subject to the circumstances of each case this policy will normally apply to staff once they complete their probationary period. Employees who secure an alternative role in the organisation may apply to work remotely even while on probation and their application will, as in all other instances, be considered with regard to business requirements and their individual needs. Remote working may be suspended from time to time, with reasonable notice, to facilitate training which needs to be completed.
- 5.5 While employed in roles which require their physical presence within the workplace (e.g. Postal Operatives, Retail Clerks, Service Officers, Security Officers or employees whose physical presence is needed to operate equipment or machinery etc.) employees will not be able to avail of the remote working provisions provided for under this policy but may be able to avail of the other flexible work arrangements available.

6. General guidelines relating to the operation of Remote Working

- 6.1 Individual circumstances differ and it is recognised that some employees who work in roles amenable to remote working may wish to attend their place of work daily and not avail of the arrangements provided for under this policy. Other employees will want to do so to the maximum extent possible. For many, however, where their role provides some opportunity for remote working, it will be about achieving a balance between remote working and an office based attendance each working week. Where business needs will be a consideration in processing any application the aim will be to achieve an appropriate balance between the needs of the individual and the needs of the business.
- 6.2 A reasonable guideline for those with a five day working liability would be two working days and perhaps one optional day, working remotely each week, with the remainder of their weekly attendance being given in the office/ workplace i.e. their normal place of work. In such circumstances the employee, in consultation with their line manager, would determine with reasonable notice whether the work to be performed requires that they attend in the office on the "optional" remote working day or if the work can be performed just as effectively working remotely. As a general guide, however, this does not preclude an employee from applying for more or less remote working, with each case being considered on its own merits having regard to the employee's individual circumstances, the needs of team colleagues, the business and customers.
- 6.3 The days of the week on which members of a team are required to attend in the workplace may apply to all team members who avail of remote working/office working to promote collaboration / innovation, connectedness and effective team working. Teams may, however, develop charters and protocols in that regard to minimise inconvenience. Any issues in that regard may be the subject of engagement with the parties and/or their representatives.
- 6.4 Where an employee has less than a five- day attendance liability weekly they ideally should attend at their normal place of work for at least a portion of their time, ideally pro-rata to equivalent fulltime staff. None of this prevents an employee from applying for more or less remote working with each case being considered on its own merits having regard to the

reasons the employee's individual circumstances the needs of team colleagues, the business and customers. Special regard will be given to Work Sharers and any impacts on their ability to make weekly social welfare contributions to secure benefit.

- 6.4 The guidelines in force at any time may, temporarily, be suspended in an emergency situation (e.g. a Public Health emergency or other business emergency) to provide for remote working or office working by employees on a full time basis. The Company will consult with the An Post Group of Unions in such an emergency situation.

7. Conditions for Remote Working

- 7.1 The conditions under which Remote working will operate in An Post are set out below.
- 7.2 All statutory and contractual obligations the Company has to the employee, and vice versa all such obligations the employee has to the Company, remain unaltered by the application of this policy.
- 7.3 Under the terms of this policy Remote Working is a voluntary practice for employees. This is distinct from exceptional emergency circumstances where employees who have not applied to work remotely might be required to do so for a period of time (e.g. in the event of a Public Health emergency where remote working is recommended as part of Public Health advice where possible).
- 7.4 The terms and conditions of an individual's employment with the Company will remain unaltered in instances where remote working is approved and applied under the terms of this policy, except insofar as it relates to the location where the individual is expected to perform the responsibilities associated with their role. The formal location (base) referred to in a contract of employment will remain the employee's official working location.
- 7.5 The technology available within the Company which enables remote working will generally be made available to employees who are covered by the Scope of this policy, except where in any individual instances the cost of doing so is prohibitive. Where cost is a factor in a manager's decision not to approve an employee's application for remote working details will be shared with the employee and may form the basis of an employee raising the decision under the Company's Grievance Procedures (see Section 16).
- 7.6 On line (internet) connectivity is an essential part of remote working. In this regard an employee can only apply to work remotely where they have, and maintain, a broadband connection with sufficient capacity at their residence, or where same is available at any alternative location where they may be authorised to work from. As remote working under this policy is voluntary it is the employee's responsibility to meet the cost of any online connectivity required to accommodate remote working. The Company may require confirmation of that the employee's broadband operates at particular speeds to facilitate remote working.
- 7.7 Where the quality or availability of broadband connectivity to the place where the employee is authorised to work from remotely is temporarily disrupted the employee may be required to resume working in their normal place of work until the matter is satisfactorily resolved. The availability of alternative work which the employee can perform while online connectivity is disrupted will be factored into any decision on a requirement to resume in the workplace. The employee will be given reasonable notice of any such requirement, accepting that the extent of notice given may be affected by the unanticipated nature of the temporary disruption.
- 7.8 Employees are required to provide a contact telephone number (fixed line or mobile) where they can be contacted during the course of the working day while working remotely on work

related matters and to which any workplace desktop phone will be diverted on days they are working remotely. This is in addition to being accessible by email or via other communication channels such as Microsoft Teams which will be available to staff working remotely. Employees will adhere to protocols appropriate to remote working specified by the Company (e.g. video to be turned on during meetings etc.).

- 7.9 The Company is ultimately responsible for ensuring the Health & Safety of its employees and this responsibility extends to circumstances where an employee is working remotely. In this regard the employee's responsibility is to co-operate with Company enquiries to establish that conditions at the location they are seeking to work remotely from, or are already approved to work from, are sufficient to enable them work safely (see Section 8 below).
- 7.10 Flexi arrangements will apply to those who are normally entitled to avail of same while remote working. While working, however, employees are expected to be in a position to commit themselves fully to performing responsibilities associated with their role. Thus an employee must not be responsible for the care of others while they are due to be carrying out their work responsibilities remotely. In this regard, the employee is responsible for satisfying the Company, on an ongoing basis, that they can operate remotely without disruption during the course of their attendance for work (which will continue to be recorded on MyStreams by those who normally do so) and with appropriate regard to the confidentiality of data / information they are required to process as part of their role.
- 7.11 Whereas the days each week the employee will work remotely will generally be fixed at the time the employee's application is approved they may from time to time be subject to change, with reasonable notice, to meet business or team requirements (e.g. a requirement to physically attend a meeting in the workplace).

8. Health & Safety and ensuring appropriate supports for employee working remotely

- 8.1 In fulfilment of its responsibilities under the Safety, Health & Welfare at Work legislation the Company is responsible for:
- managing and conducting all work activities to ensure, as far as reasonably practicable, the safety, health and welfare of employees,
 - providing safe systems of work that are planned, organised, and maintained,
 - assessing risks and implementing appropriate control measures,
 - providing safe equipment including personal protective equipment, where necessary,
 - providing information, instruction, training and supervision regarding safety and health to employees, and
 - having plans in place for emergencies.
- 8.2 Responsibility for health and safety at work rests with the Company, whether or not that work is being done in the workplace, at the worker's home or remotely in another location. In that regard there is an obligation on the Company to consult with employees who apply to work from home / remotely to ensure the following:
- that the employee is aware of any specific risks regarding working from home,
 - that the work activity and the temporary workspace are suitable,
 - the suitability of equipment provided to enable the work to be done, and
 - that there is a pre-arranged means of contact

In order to address the above all employees seeking to either work remotely or from home will, as part of the application process complete the Remote Workplace Self-Assessment Form at Appendix 1.

- 8.3 In the normal course of events where an employee applies to work remotely from their home the Company will not carry out an investigation at the home but, instead, will rely on the information supplied by the employee on the Remote Workspace Self-Assessment Form. If an employee answers “no” to any questions then the Company will conduct a risk assessment which may include carrying out an investigation of the workstation in the employee’s home or take other action to establish what risk exists and how it can be addressed.

The employee is entitled to object to any such investigation, but this may mean that remote working may not be sanctioned.

- 8.4 A risk assessment will be carried out in respect of employees identified as being in a “sensitive risk group” i.e. pregnant employees, workers with a disability as part of the process of reviewing any application for, or the continuation of, remote working arrangements to determine if there are any additional supports required to enable the employee work safely from a remote location.

In all such cases the Company will consider the following in relation to the employee’s work and workspace to determine if there is:

- Safe access to the workspace
- Sufficient workspace
- Adequate lighting, heat and ventilation to allow comfortable working
- Adequate breaks
- Regular contact with his / her line Manager
- Emergency contacts and procedures

- 8.5 In support of remote working the Company will be responsible for supplying an employee with any associated technology (laptop, mouse, keyboard, monitor, cables etc.) required to perform their work. This also includes a Company mobile phone where it is a requirement of the individual’s role that they make regular outgoing calls to external parties. Except where special needs are identified based on a risk assessment, employees will generally be responsible for identifying a space in their home from which they can work safely and while the Company will provide a minimum of a safe chair in line with guidelines employees will need to ensure they provide suitable facilities for their home office space.

- 8.6 Where the Company supplies an employee with equipment for use in a remote working context it will be insured under An Post policies. In all instances where employees are authorised to work remotely from their home they will inform their insurer where under the terms of their home insurance they are obligated to do so. Should any additional cost be incurred as a result this will be borne by the employee.

- 8.7 Employees working remotely have a responsibility to take reasonable care of themselves and others in the environment in which they are working. In this regard employees who are approved for remote working must:

- protect themselves and others from harm during the course of their work e.g. take care of any equipment provided and report any defect immediately to the Company,
- report any matter that might compromise their ability to carry out work remotely safely should it arise
- report any injury arising from work activity to the Company immediately, and
- co-operate with any legitimate instruction given by the Company aimed at ensuring their safety while remote working

- 8.8 Working remotely can result in employees feeling isolated, working long hours or blurring the lines between work and family life. All employees who work remotely in a location where

they are working on their own or from home will be considered “Lone Workers” and will have a lone working risk assessment carried out in line with the Lone Working Policy.

- 8.9 The employee's line manager has a key role in maintaining ongoing contact with them while remote working to ensure the remote working arrangement is working optimally from both a business and personal perspective. In this regard the line manager of any employee working remotely will be responsible for:
- ensuring he / she has up to date contact details and agreed arrangements for contacting the employee
 - ensuring the employee has a contact number for emergency purposes
 - providing regular updates via phone, web or email to the employee
 - supporting the employee in the resolution of any IT issues which impact on the employee's ability to work remotely
 - ensuring the employee is taking breaks and not working excessive hours on an ongoing basis
 - providing the employee with regular feedback on their work
 - encouraging employees to maintain contact with colleagues while remote working
- 8.10 While there are many positive benefits associated with remote working employees working remotely may, from time to time, experience one or more of the following:
- anxiety
 - stress
 - isolation or loneliness
 - depression

Employees will be encouraged to create a routine around their daily work schedule while working remotely and take breaks to include physical exercise.

Any employee working remotely who finds it difficult to manage or feels anxiety, stress, loneliness or depression can raise such concerns with their line manager or contact the appropriate EAP services for advice and assistance.

9. Duration of Remote Working arrangement

- 9.1 Remote Working arrangements will initially be approved for a period of six months with monthly reviews of its effectiveness. At the end of this six-month trial period and if the remote working arrangements have worked to both the satisfaction of the Company and the employee it will be approved for a further rolling period of one year with an annual review. Any review will include the following:
- Health and Safety considerations
 - Employee welfare considerations
 - Work throughputs and effectiveness in delivering against work priorities
 - IT Security
 - GDPR compliance
- 9.2 Where an application is made to apply remote working for a specified period of time this period will be for a period of three months at a minimum. Normally, in any twelve month rolling period an employee may only make one application for remote working for a specified period of three months or more.
- 9.3 Where an employee or An Post wishes to discontinue remote working arrangements before they are due to expire they must give one month's written notice of same unless exceptional circumstances apply which mean such a notice period could not reasonably be expected.

10. Remote Working: Compliance with Acceptable Usage Policies & GDPR Requirements

- 10.1 All Company policies relating to the use of technology and the requirement to ensure the protection of data with regard to GDPR requirements apply to employees while remote working. The Company will ensure all employees who are approved for remote working are informed of Company policy in these areas and their associated obligations. Training, whether in the form of online content or otherwise, will be provided, as appropriate.

11. Attendances / Absences while working remotely

- 11.1 Except where otherwise agreed as part of a remote working arrangement an employee's attendance obligations on days they are working remotely will not vary from those that apply at their normal place of work and in accordance with existing collective agreements. Overtime, where applicable, will continue to apply if authorised in advance.
- 11.2 Employees who, per the terms and conditions of their employment, can avail of flexi time may continue to do so while working remotely and the same core hours will apply.
- 11.3 Employees who work to fixed attendance hours when in their normal place of work can, subject to agreement with their line manager, operate to alternative start / finish times when working remotely to facilitate them with issues such as school drop offs etc. However, these arrangements can only be agreed locally where they provide for the full scheduled daily attendance, business requirements are not compromised and they are in compliance with the provisions of the Organisation of Working Time Act.
- 11.4 Attendances while working remotely will be recorded electronically by the employee on the appropriate Company system(s). When recorded as being in attendance an employee is expected to be contactable and exclusively available to perform his / her work.
- 11.5 Where an employee is working remotely it is important that they take breaks from work activity, as normal, during the course of the working day and that rest intervals, in line with the requirements of the Organisation of Working Time Acts, are observed. Line Managers are responsible for monitoring such matters and intervening, where necessary, where they have grounds for believing such requirements are not being observed by an employee on an ongoing basis.
- 11.6 The maximum average weekly working time is 48 hours under the Organisation of Working Time Act. As agreed with the An Post Group of Unions this average is assessed over a 12-month reference period commencing in November each year. Line Managers are responsible for managing the working time of all employees, including those working remotely, and intervening where they have reason to believe the average working time is being exceeded.
- 11.7 Employees are expected to cooperate with their Manager in ensuring compliance with the requirements of the Working Time Acts. Where an employee working remotely consistently breaches any aspect of the Organisation of Working Time Act (e.g. failing to take breaks, working excessive hours) despite management interventions then the Line Manager will advise the employee that failure to comply with the provisions of the Act could lead to the cessation of the remote working arrangement. Should breaches then persist the remote working arrangements may be ceased.
- 11.8 Arrangements relating to annual leave / Public holiday entitlements are unaffected by remote working as is the obligations of managers to ensure an employees full allocation of annual

leave is used within the appropriate period. A clear process for applying for annual leave and recording same will continue to apply in respect of all employees when working remotely.

- 11.9 Employees when working remotely will be expected to comply with the rules of the Company Sick Pay Scheme including absence notification and certification requirements.

12 Right to Disconnect

- 12.1 The right to disconnect refers to an employee's right to be able to disengage from work and refrain from engaging in work-related electronic communications, such as emails to other messages, during non-work hours. Any policy in force within the Company relating to the right to disconnect, which will have application to all employees, will apply equally to employees while remote working.

13 Miscellaneous

- 13.1 Any arrangements entered into under the terms of this policy do not alter the application of existing travel and subsistence. Travel between the office, hubs and home do not attract mileage payments. Where mileage is payable for business travel mileage is paid by reference to the distance from the individual's normal place of work or residence, whichever is the lesser.
- 13.2 Employees are eligible for tax relief where working remotely. The Company will ensure employees operating a remote working arrangement under the terms of this policy are informed about current tax relief arrangements and how they may avail of them. Details of the arrangements that apply at the time this policy was adopted are at Appendix 3.

14 Application to work remotely

- 14.1 Subject to the terms of this policy, it is open to any employee whose work in whole, or in part, can be effectively performed remotely to apply and secure approval to work a combination of office based and remote working. An application will be made using the form at Appendix 2.
- 14.2 As part of the application process the employee wishing to avail of remote working will provide information which will enable the Company meet its obligations under Health & Safety legislation as set out at 6 above. It will be a matter for local line management to determine if remote working can be approved. In all cases it will be subject to a risk assessment. Guidance will be provided to managers in that regard.
- 14.3 Applications will be processed by the employee's line manager within 14 days of receipt. Where necessary the line manager will discuss the employee's application with him / her prior to any decision on the application being made. Except in exceptional circumstances the employee will be notified of any decision on the application in writing no later than 14 days after it was submitted. Where more than one application is received in a work area, where all other matters are equal applications will be considered and decided by date of application and where a number of applications are received on the same date the opportunity to work remotely, where it can be operated satisfactorily, will be allocated on a seniority basis.

- 14.4 The extent to which the individual's role can be performed remotely will be determined as part of the application process. The details of any agreed remote working arrangement will be communicated to the employee in writing in the format at Appendix 4.
- 14.5 Where it is decided that an application for Remote working cannot be accommodated the employee will be advised in writing of the basis for that decision. Where the employee has an issue with the decision they can address the matter with management through the Company's agreed Grievance Procedures.

15 Suspension of Remote Working arrangements

- 15.1 Emergency / unanticipated circumstances may arise which make it necessary to suspend remote working arrangements for all, or some, employees approved to work remotely under the terms of this policy (e.g. in the event of technology related issues which means resources essential to enabling remote working are unavailable for a period of time). In such circumstances employees will be expected to resume working at their normal place of work on a full time basis, subject to a reasonable notice period, until remote working can be enabled again.
- 15.2 Whereas the operation of Remote Working under the terms of this policy is always subject to business needs / requirements Remote Working for individual employees or a whole team may be suspended for the period of a specific project where the attendance of the individuals concerned in the workplace is essential to the effective and timely execution of the project. Any such suspension of remote working arrangements is subject to a requirement of a reasonable notice period being given to individuals.
- 15.3 An approved Remote Working arrangement will also be suspended if the employee demonstrates that they cannot manage work remotely or safely or where matters that compromise the safety of the employee while working remotely arise and are not, or cannot, be resolved quickly. Any issue an employee has with a decision in this regard can be appealed utilising the Company's grievance procedures.
- 15.4 Breaches of the terms of this policy by an employee may also result in an agreed arrangement on remote working being suspended for a period of time, or indefinitely, depending on the severity / frequency of any such breach. Any issue an employee has with a decision in this regard can be appealed utilising the Company's grievance procedures.

16 Grievances

- 16.1 Any grievances regarding the application of this policy can be raised by an employee under the Company's agreed Grievance Procedures where the normal arrangements for addressing and resolving any such grievance will apply.

Where an employee raises a grievance about the operation of policy and procedure he / she is entitled to avail of union representation in processing their grievance.

17 Policy Review

- 17.1 Introducing remote working as an established practice in the Company, as opposed to one adopted temporarily in response an emergency situation, is a significant step. It is important therefore that any policy adopted is trialled and then reviewed periodically to assess its effectiveness both from a business and employee perspective and adjusted as required.
- 17.2 This policy and its application will, therefore, be formally reviewed every six months for the first 18 months and annually thereafter by management in consultation with the An Post Group of Unions and will be revised, as required, to ensure policy objectives are being consistently met.
- 17.3 This policy is a collective agreement between An Post and the an Post Group of Unions. JCC Report No. refers.