

Report on Teleworking: Ireland

Joint report on Implementation of the European Agreement on Telework in Poland

*prepared by the
Irish Congress of Trade Unions and Irish Business and Employers Confederation*

The European Agreement on Telework has not been formally implemented in Ireland although text has been agreed between the Irish Congress of Trade Unions and the Irish Business and Employers Confederation in respect of the Private Sector.

ICTU has spent many months seeking to get agreement with Public Service employers on the application of the agreement to workers in the Public Service, but to no avail, as yet. Irish Public Service employers are weakly represented in CEEP.

Attached below is the text of the existing agreement between ICTU and IBEC in respect of the Private Sector.

Code of Practice on Teleworking

(15 December 2004)

Introduction

This Code of Practice implements the terms of the EU Framework Agreement on Telework signed by ETUC, UNICE, CEEP and UEAPME¹, on the 16th July 2002 and amends the *Code of Practice on e-Working in Ireland*. The terms teleworking and e-working are interchangeable.

The Irish Congress of Trade Unions (ICTU), (.....) and the Irish Business & Employers Confederation (IBEC) recognise e-work both as a way for companies and public service organisations to modernise work organisation, with the aim of making undertakings productive and competitive, and to provide a way for workers to reconcile work and social life, while giving them greater autonomy in the accomplishment of their tasks.

The Code of Practice aims to encourage e-working in such a way that the necessary balance between job flexibility and security is maintained, the quality of working life is enhanced, and that opportunities in the labour market are increased for people with disabilities. The Code also aims to contribute to preparing the transition to a knowledge-based economy and society.

GENERAL

When introducing e-working, employers are advised to draw up a written policy which specifies how the e-working arrangements will operate in that company/organisation. This should be done in consultation with employees and union/employee representatives, where appropriate. Some key points to consider when introducing e-working and a sample e-working agreement are set out in the section on Practical Considerations, attached to this Code of Practice.

In addition an overview of the minimum legal entitlements for Irish employees is set out in the section on 'Employee Rights and Employer Obligations'.

¹ ETUC is the European Trade Union Confederation.

UNICE is the Union of Industrial and Employers' Confederations of Europe

CEEP is the European Centre of Enterprises with Public Participation and of Enterprises of General Economic Interest

UEAPME is the European Association of Craft, Small and Medium-sized Enterprises

Definition and Scope

E-work is a way of organising and/or performing work, using information technology, in the context of an employment contract/ relationship, where work, which could also be performed at the employer's premises, is carried out away from those premises on a regular basis.

An e-worker is any person carrying out e-work as defined above. This Code of Practice covers e-workers and the companies with whom they work.

Ways of e-working include:

E-worker – at home full-time/part-time

Telecommuter - part-time at home or part-time in office

Mobile e-worker– on the move

Note: “Telework” is synonymous with the term “e-work”.

Voluntary Character

E-work is voluntary for the worker and the employer concerned. E-working may be required as part of a worker's initial job description or it may be engaged in as a voluntary arrangement subsequently.

In both cases, the employer provides the e-worker with relevant written information in accordance with the Terms of Employment Act, 1994 and 2001 including information on applicable collective agreements, description of the work to be performed, etc. The specificities of e-work normally require additional written information on matters such as the department of the undertaking to which the e-worker is attached, his/her immediate superior or other persons to whom she or he can address questions of a professional or personal nature, reporting arrangements, etc.

If e-work is not part of the initial job description, and the employer makes an offer of e-work, the worker may accept or refuse this offer. If a worker expresses the wish to opt for e-work, the employer may accept or refuse this request.

The passage to e-work as such, because it only modifies the way in which work is performed, does not affect the e-workers employment status. A worker refusal to opt for e-work is not, as such, a reason for terminating the employment relationship or changing the terms and conditions of employment of that worker.

Where e-working is entered into voluntarily there should be provision for suspending or terminating the e-working arrangement and returning to previous employment at the previous location, at the employer's or the employee's request. The modalities/procedure for returning from e-work, including adequate notice, should be agreed between the parties i.e. the employer and the e-worker, or by collective agreement at the outset.

Further information is provided in the section on Practical Considerations – Terms & Conditions of Employment.

Employment conditions

E-workers benefit from the same rights, guaranteed by applicable legislation and collective agreements, as comparable workers at the employer's premises.

Where the introduction of e-working gives rise to any changes to normal work practices or to how an employee's terms and conditions may apply, these should be agreed between the parties through collective and / or individual agreement at the outset. This is advisable to avoid any potential difficulties that may subsequently arise about working arrangements.

Further information is provided in the section on Practical Considerations – Terms & Conditions of Employment.

Data Protection

Company/organisation security policies should be reviewed to see whether they are appropriate for e-workers and identify any variations required. The employer is responsible for taking the appropriate measures, notably with regard to software, to ensure the protection of data used and processed by the e-worker for professional purposes.

The employer informs the e-worker of all relevant legislation and company/organisation rules concerning data protection. This includes the Data Protection Acts, 1988 and 2003 and the European Communities (Electronic Communications Network and Services) (Data Protection and Privacy) Regulations, 2003.

It is the e-worker's responsibility to comply with these rules.

Significant issues will include:

- how to deal with secure document waste
- locking of the home office/computer
- procedures for computer virus checking and password changes
- data backups (it is advisable to require that one set of data backups be held at the central site where possible in case of fire damage or other problems affecting the home office)
- confidentiality and non-disclosure agreements

The employer informs the e-worker in particular of:

- any restrictions on the use of IT equipment or tools such as the internet
- sanctions in the case of non-compliance

Privacy

The employer respects the privacy of the e-worker.

Details regarding home visits for health and safety inspections, or for computer maintenance, including details on prior notice for such visits should be agreed. Where necessary, mechanisms for introducing telephone or mail redirection systems should also be provided.

If any kind of monitoring system is put in place, it needs to be proportionate to the objective and employees must be informed of any monitoring system in place. In designing, selecting, commissioning and modifying software no qualitative or quantitative checking facility may be used without the knowledge of the workers.

Equipment

Specific arrangements on work equipment, liability and costs should be clearly defined in any e-working arrangement before the e-working begins. This is particularly relevant when setting up a home office.

As a general rule, the employer is responsible for providing, installing and maintaining the equipment necessary for regular e-work unless the e-worker uses his/her own equipment.

If e-work is performed on a regular basis, the employer compensates or covers the costs directly caused by the work, in particular those relating to communication.

The e-worker will be expected to take reasonable care of the equipment provided and does not knowingly collect or distribute illegal material on the internet. The employer

provides the e-worker with an appropriate technical support facility for equipment and software problems.

The employer has the liability, in accordance with national legislation and collective agreements, regarding costs for loss and damage to the equipment and data used by the e-worker.

The employer should bring to the worker's attention any restrictions on the use of IT equipment or tools such as the Internet.

The employer should ensure the e-worker is aware that any breaches of these rules or restrictions could lead to disciplinary action and appropriate sanctions (in accordance with agreed procedures).

Further information is provided in the section on Practical Considerations - Home Office.

Health and Safety

The employer is responsible for the protection of the occupational health and safety of the e-worker in accordance with the Health, Safety and Welfare Legislation.

The employer informs the e-worker of the company's/organisation's policy on occupational health and safety, in particular requirements on visual display units. The e-worker applies these safety policies correctly.

In order to verify that the applicable health and safety provisions are correctly applied, the employer, workers' representatives and/or relevant authorities have access to the e-work place, in line with national legislation and collective agreements. If the e-worker is working at home, such access is subject to prior notification and his/her agreement.

Employers are obliged by law to undertake a health and safety risk assessment to ensure that the e-worker's workstation complies with all legislation. Arrangements should be agreed in advance to allow employers access to the e-worker's home to conduct risk assessments.

The e-worker is entitled to request inspection visits.

Organisation of work

Within the framework of the Organisation of Working Time Act, 2001, collective agreements and company/organisation rules, the e-worker manages the organisation of his/her working time.

The workload and performance standards of the e-worker are equivalent to those of comparable workers at the employers premises.

E-working arrangements should include mechanisms to avoid unfair extra workload on those working at home or left back at the office.

Arrangements should be made to monitor work performance. Performance appraisal procedures, where they exist, may need amendment in relation to the e-working arrangement.

The employer ensures that measures are taken preventing the e-worker from being isolated from the rest of the working community in the company/organisation, such as giving him/her the opportunity to meet with colleagues on a regular basis and access to company/organisation information.

Further information is provided in the section on Practical Considerations – Communication Systems.

Training

E-workers have the same access to training and career development opportunities as comparable workers at the employer's premises. The same appraisal procedures should apply, though some alterations in application may be necessary to accommodate the e-working arrangement.

Training requirements should be assessed for the e-worker and where appropriate for his / her office –based manager and his / her colleagues.

Further information is provided in the section on Practical Considerations - Technical Training requirements.

Collective rights issues

E-workers have the same collective rights as workers at the employers premises. No obstacles are put to communicating with workers representatives.

The same conditions for participating in and standing for elections to bodies representing workers or providing worker representation apply to them.

When an employee becomes a e-worker they will be informed to which establishment there are attached for the purpose of exercising their collective rights. They will be counted for any threshold required for workers representation and will have the same rights to act as a workers representative.

Worker representatives are informed and consulted on the introduction of e-work in accordance with European and national legislation, collective agreements and practices.

Implementation and follow-up

This Code of Practice implements the terms of the EU Framework Agreement on Telework signed by ETUC, UNICE, CEEP and UEAPME, on the 16th July 2002.

The implementation of the EU Framework Agreement – to be carried out within three years - is in the context of article 139 of the Treaty, which requires that the above members implement the Framework Agreement in accordance with the procedures and practices specific to management and labour in each Member State.

Member organisations will report on the implementation of the framework agreement to an ad hoc group set up by the signatory parties.

The signatory parties shall review the agreement five years after the date of signature if requested by one of the signatory parties.

Practical Considerations

When introducing e-working, employers are advised to draw up a written policy which specifies how the e-working arrangements will operate in that company/organisation. This should be done in consultation with employees and union/employee representatives, where appropriate. Where necessary this policy can then be varied by negotiation to take account of individual circumstances or working arrangements. The drafting of such a document can help avoid potential problems or difficulties that may arise with the introduction of e-working in an organisation.

E-working arrangements may offer a range of employment opportunities to people who may have been previously excluded from the Labour Market, in particular people with disabilities. Where e-working is introduced as part of a company/organisation disability policy, consideration should be given to appropriate support mechanisms that may be required by individual employees. Employers should also be aware of any potential equality or industrial relations implications of excluding certain workers from e-working. In order to avoid such problems clear criteria in relation to the job/person suitability should be clarified at the outset.

1. Suitability of Jobs for E-working

Not all jobs or workers are suited to e-working. The suitability of a job or employee depends on a range of factors.

Jobs suitable for e-working at a distance include those involving a high degree of information processing, clearly defined areas of individual work, and work where there are clear objectives, measurable outputs and minimal requirements for supervision. Some employees may have jobs where one part of the job description is suitable for home working while other parts need office resources or face to face interaction with other staff and thus may prefer to alternate e-working with conventional office working. Not all jobs will be suitable for e-working.

Depending on the nature of the work the following personal attributes and skills may be particularly relevant:

- decision making and problem solving skills
- time management skills
- self discipline
- communication skills
- experience
- ability to cope with reduced social contact

Where an e-working arrangement is being proposed the suitability of the e-worker's line manager should also be considered, having regard to the need for skills in distance management.

2. Terms & Conditions of Employment

E-workers benefit from the same rights, guaranteed by applicable legislation and collective agreements, as comparable workers at the employer's premises. However, in order to take into account the particularities of e-work, specific complementary collective and/or individual agreements may be necessary.

Examples of issues that may arise include:

Claiming or granting of sick leave or annual leave.

Working Hours.

- What core hours, if any, must be worked?
- What hours or days must be worked from the office rather than through e-working?
- What is the procedure for agreeing and monitoring working time or overtime, sickness and holiday arrangements?

How certain pay and benefits may apply e.g:

- Bonus: application of bonus systems
- Piecework: application of piecework systems
- Expenses: reimbursement of expenses (e.g. heat, light, cleaning of home office, stationery, postage, telecommunications, travel)
- Benefit-in-kind: taxation implications of personal use of equipment (personal use can be considered a benefit in kind)
- Fringe Benefits: application of fringe benefits

An overview of the minimum legal entitlements for Irish employees is set out in the section on 'Employee Rights and Employer Obligations' attached to the Code of Practice.

3. Home office

Specific arrangements should be clearly set out in any e-working policy with regard to the setting up of a home office. Apart from assessing general technical requirements, other issues to consider may include:

Space and Location:

- procedure for checking that a suitable home office space is available.
- availability of a separate room in the home.
- availability of other options including a VDU workstation and adjustable chair in compliance with the health and safety legislation.

Equipment and Furniture:

- provision and ownership
- maintenance and technical support,
- insurance, (extension of employer's insurance policy to the home office or, where necessary, the acquisition of a home office policy by the e-worker, which may in some circumstances specify the area within the home which is covered by employer liability insurance (the "cordon" approach),
- personal use
- provisions against misuse
- arrangements for returning the items if the e-worker changes employment or reverts back to office-based work.

In meeting the costs associated with establishing of a Home Office, employers/employees need to assess whether or not there are any implication for Benefit in Kind.

Planning permission

- requirements under current legislation.

Note:

Permission is not normally required if changes due to homeworking are "ancillary" or temporary such as the installation of a desk and a computer in a spare bedroom, and where no change in the external appearance of the building or increase in traffic is involved. However, if any proposed changes fall outside these areas planning and business rates advice should be sought.

- implications, if any, in relation to existing mortgage agreements or tenancy leases.

Childcare :

While it facilitates and contributes to work-life balance, e-working should never be used as a substitute for childcare

4. Technical Training requirements

Technical Training requirements should be assessed for both the e-worker and his/her office-based manager.

Appropriate training may include:

- computer/IT skills e.g. remote access/Internet
- self management skills such as time management, project management, effective telephone usage, priority setting etc.
- coping with isolation
- management training especially “management by results”, goal setting,
- monitoring progress, giving appropriate feedback
- health and safety training e.g. covering the responsibility of the employer for the health and safety of employees, and the responsibility of employees to take reasonable care of their health and safety and in reporting defects in workplace equipment leading to risks.

A variety of training opportunities and techniques should be considered ensuring equal access to training opportunities with onsite workers, optimising the use of distance learning techniques and support through mentoring of new e-workers by experienced e-workers.

5. Communications system

Social isolation can pose a problem for many e-workers. In supplying company/organisation information, companies should be aware that e-workers are often beyond the reach of the usual informal office chatter and informal learning and should make active efforts to remedy the resulting information gap, perhaps through the use of intranets and email.

Ground rules and a range of procedures to replace the informal communications system of the workplace, particularly in relation to:

- use of fax, phone, email, collection of voicemail
- core contact times e.g. set times for contacting managers or on completion of projects, and keeping receptionists and secretaries informed of a remote employee's whereabouts.
- access to technical support for e-workers with equipment or software problems
- personal contact i.e. face to face meetings with managers and teambuilding with colleagues such as regular "in the office" days.
- delivery of internal communications such as memos and newsletters to the e-worker
- access to groupware technology such as computerised diaries and intranets where appropriate.
- procedures for reporting harassment via email or other misuse of company/organisation communication systems.

6. Sample Agreement on E-working

The following sample e-working agreement sets out some key areas that should be agreed upon before embarking on a e-working arrangement. Details of e-working agreements will vary according to the nature of the work carried out and the degree to which the e-worker carries out the work away from the traditional workplace. This agreement can be varied by negotiation to take account of individual circumstances or working arrangements.

The sample agreement could be used as a stand-alone document but is most effective in conjunction with an agreed and detailed company/organisation policy on e-working.

This e-working agreement can include a procedure for regular monitoring and review. This may need to be varied to take account of individual circumstances or working arrangements.

Name

Address at which the e-work will mostly be performed

Telephone number

Mobile telephone number

Details of position/nature of work

Terms and Conditions

Statement that existing terms and conditions apply and application of company/organisation policies to terms and conditions where they may differ as a result of e-working arrangements.

Hours of work

Office based days/hours, home based days/hours - include details, where applicable, on core hours, flexible hours, recording of working time, overtime arrangements, etc

Communications structures

Core contact times, team meetings, feedback, mentoring, etc

Reporting in procedures

Performance Appraisal

Data Protection

Privacy

Home Office Arrangements

- Technical requirements
- Provision of equipment/furniture
- Maintenance/prevention of mis-use
- Personal use of equipment
- Health and Safety
- Insurance

Training

Where appropriate:

- Induction
- Technology training
- Self-management skills
- Remote management skills

Suspension/termination of e-working

Monitoring and review process

Additional clauses that may be included:

- I have been consulted, understood the company/organisation policy the e-working and agree to a e-working arrangement
- I have agreed that a health and safety risk assessment will be required on the proposed workplace for e-working.
- I will operate in accordance with the company/organisation safety statement.
- I have informed my mortgage/insurance company/organisation that I intend to use my home for business purposes.
- I understand that e-working is not a substitute for childcare.

- I understand that the e-working arrangement does not affect my status as an employee.
- I understand the arrangements for termination of the e-working agreement by myself or by the company/organisation.

The Agreement should be signed by both parties

7. EMPLOYEE RIGHTS AND EMPLOYER OBLIGATIONS

This section provides a short overview of general employment rights and obligations. Further information is available through guides and explanatory leaflets provided by the Departments of Enterprise, Trade and Employment and Justice, Equality and Law Reform and the Health and Safety Authority. These are listed in the reference section.

Written information on terms of employment must be supplied within two months of the date of commencement of employment [Terms of Employment (Information) Acts, 1994 and 2001] including details of the name and address of the employer, the place of work, the job title/nature of the work, the date of commencement of employment, the nature of the contract (temporary or fixed term), pay and pay intervals, hours of work (including overtime and all paid leave), rest entitlements/breaks, sick pay and pension schemes, notice entitlements and collective agreements. The Terms of Employment (Information) Acts, 1994 and 2001 does not apply to a person who has been in the continuous service of the employer for less than one month.

Written pay statements: a written statement of gross and net wages, outlining all deductions, must be supplied on the date wages are paid [Payment of Wages Act, 1991].

Employment equality: The Employment Equality Act, 1998 as amended by the Equality Act, 2004 prohibits discrimination in respect of all aspects of employment i.e. access to employment, conditions of employment, training or experience for, or in relation to, employment, promotion or re-grading and classification of posts. It combines the protection of earlier Acts (the Anti-Discrimination (Pay) Act, 1974 and the Employment Equality Act, 1977) and extends the grounds for discrimination to nine grounds namely, gender, marital status, family status, sexual orientation, religion, age, disability, race and membership of the traveller community.

The Equality Act, 2004 as it applies on the grounds of disability requires that an employer must make a reasonable accommodation (or take appropriate measures) for an employee with a disability, if that person would be capable of doing the job effectively with the assistance of special treatment or facilities, unless the cost of the provision of such treatment or facilities imposes a disproportionate burden on the employer.

Data Protection: employees who, as part of their work, act as data controllers or data processors must be aware of their obligations under the Data Protection Acts, 1998 to 2003, to ensure data are kept up to date and for lawful purposes, and that sufficient security measures are taken so that data are not disclosed.

Working time provisions: Under the Organisation of Working Time Act, 1997 the maximum average working week is 48 hours but averaging may be balanced out over a 4, 6 or 12 month period. Employees are entitled to 11 consecutive hours daily rest per 24 hour period, to one period of 24 hours rest per week preceded by a daily rest period of 11 hours and to rest breaks of 15 minutes after 4.5 hours and 30 minutes where 6 hours have been worked.

Holidays: The Organisation of Working Time Act, 1997 employees are entitled to a maximum of four of their working weeks as annual holidays for each leave year, in addition to the nine public holidays. All employees, whether full-time, part-time or casual qualify for holidays based on hours worked.

Sunday premium: employed e-workers who work on a Sunday are entitled to compensation for working a Sunday. This premium can be in the form of added payment, paid time off in lieu, a portion of the shift premium or unsocial hours premium.

Zero hours: where an employee is required to be available for work and is not, on the day, asked to work, he/she is compensated for 25% of the time during which he/she is required to be available, or 15 hours in any week, whichever is the lesser.

Maternity protection and adoptive leave: employees have a statutory right to (i) maternity leave of 18 weeks plus an option for an additional 8 weeks leave and the right to return to work after such leave and (ii) 14 weeks adoptive leave plus the option of an additional 8 weeks leave. Employees who satisfy the contribution conditions are entitled to claim the Pay-Related Maternity Allowance from the Department of Social, Community and Family Affairs for the entitlement periods of 18 weeks (maternity) or 14 weeks (adoptive).

Parental leave: employees who are parents have a statutory right to 14 weeks unpaid leave. This entitlement relates to children born or adopted after the 3rd June 1996. The leave must be taken before the child reaches 5 years of age.

Carer's Leave : The Carer's Leave Act 2001 provides an employee with an entitlement to avail of unpaid leave from his/her employment to enable him/her to personally provide full-time care and attention for a person who is in need of such care. The period of leave to which an employee is entitled is subject to a maximum of 65 weeks in respect of any one care-recipient. The minimum period of leave which can be taken is 13-weeks.

Part-time Workers: The Protection of Employees (Part-Time Work) Act, 2001 provides that a part-time employee cannot be treated less favourably than a comparable full-time employee in relation to conditions of employment. All employee protection legislation applies to part-time employees in the same manner as to full-

time employees. Any qualifying conditions (with the exception of any hours thresholds) applying to full-time employees applies equally to part-time employees. The Act does provide that a part-time employee may be treated in less favourably if there are objective grounds for doing so. An exception is made with regard to pensions if the worker works less than 20% of the hours of their full-time comparator.

Fixed-term Workers: The Protection of Employees (Fixed-Term Work) Act 2003 provides that a fixed-term employee cannot be treated in a less favourable manner than a comparable permanent employee in relation to conditions of employment. Differential treatment may be justified on objective grounds. All employee protection legislation applies in the same manner as to a permanent employee, with some exceptions with regard to the Unfair Dismissals Act. Restrictions are also placed on the ability to renew fixed-term contracts indefinitely.

Notice of dismissal: are entitled to statutory periods of notice that vary according to their length of service [Minimum Notice and Terms of Employment Act 1973-2001].

Unfair Dismissals: employees with one year's service are protected against unfair dismissal under the Unfair Dismissal Acts, 1977 - 2001. The requirement of the one year's continuous service does not apply where the dismissal results from the exercising of rights under the Maternity Protection and or Adoptive Leave legislation, Minimum Wage legislation or for trade union membership or activities. Dismissals are deemed unfair where they result from trade union membership or activities, pregnancy, religious activities, race, colour or sexual orientation, legal proceedings against an employer where the employee is a witness, unfair selection for redundancy, the exercise of a right to maternity, or adoptive leave, age or membership of the travelling community. The Act provides that an employee, who has been dismissed must receive the reason for dismissal in writing within 14 days from their employer.

Redundancy payments: where an employee's job ceases to exist and they have been employed for over 104 weeks of continuous service they are entitled to paid compensation according to schemes laid out in the Redundancy Payments Acts 1967 to 2003.

Provisions of the following Acts may also apply to employed e-workers:

- Protection of Employment Act, 1977 - 2001
- European Communities (Safeguarding of Employees' rights on Transfer of Undertakings) Regulations, 2003
- Protection of Employees (Employers' Insolvency) Acts, 1984 to 2003
- Worker Participation (State Enterprises) Acts, 1977-1993
- Industrial Relations Acts, 1946 to 2004
- Transnational Information and Consultation Act, 1997

Safety, Health and Welfare at work: All provisions of the Safety, Health and Welfare at Work Act, 1989 and the subsequent General Application Regulations, 1993 apply to home offices and to work outside the conventional office. Both employer and employee have statutory duties based on common law duties of care and all persons must consider the impact their place of work or articles used at work have on the public or visitors to the premises.

The employer has a legal duty to ensure so far as reasonably practical, the safety, health and welfare of their employees. Employees are similarly obligated to co-operate fully with the implementation of the Act and comply with all appropriate health and safety provisions in the workplace. Employees are required to report without delay, any accidents or defects in workplace equipment that may lead to a risk or danger. Every place of work including a home office must have a Safety Statement, which can form part of the overall company/organisation safety statement. Carrying out a risk assessment of the home work station is the responsibility of the employer and may involve, by prior agreement, a home visit. The e-worker must be involved in this risk assessment. Where necessary the results must be explained to and understood by the e-worker. As conditions change the risk assessment may have to be repeated.

The risk assessment should cover:

- Furniture: e.g. adequate space for a workstation, office chairs and tables which must be adjustable in order to comply with VDU health and safety regulations
- Electrical safety avoiding overloading sockets, and safely stowing cables
- Fire safety e.g. provision of fire extinguishers
- Lighting levels
- Provision of heating and ventilation
- Maintenance procedures
- Carrying heavy equipment
- VDU requirements – information on ergonomic posture for prolonged use of computer workstations and use of portable computers and on importance of eye sight tests for all regular VDU users
- Procedures for reporting or workplace accidents
- Awareness or dangers of social isolation through prolonged exclusive homeworking
- Some companies now instruct employees not to use mobile telephones whilst driving because of the risk of accidents due to driver distraction or inability to correctly control the vehicle when hands-free sets are not in use. Hands free kits are not illegal but still represent a distraction. Advisable to pull over to take a call.

Where the employees have selected a safety representative the representative should be able to visit the e-workers they represent in their home offices if appropriate e.g. to carry out independent health and safety inspections. The inspections should only be carried out by prior permission and consent of the e-worker, in accordance with the work agreement.

AGENCY WORKERS

In the same way that direct employees can e-work, there is nothing to prevent an agency worker fulfilling their contractual requirements via e-work. In recent years legislation has been implemented that protects the rights of agency workers in the same way as direct employees of a company/organisation. Agency workers now have the protection of the following pieces of employment legislation:

- Payment of Wages Act, 1991 – 2001
- The Unfair Dismissals Acts 1977 – 2001
- The Terms of Employment (Information) Act, 1994 and 2001
- The Maternity Protection Act, 1994 + 2001
- The Adoptive Leave Act, 1995 +2001
- The Organisation of Working Time Act, 1997
- Parental Leave Act, 1998
- Carer's Leave Act, 2001
- Protection of Employees (Part-time Work) Act, 2001
- Employment Equality Act, 1998
- Protection of Employee (Fixed-Term Work) Act, 2003

The “employer” in such cases is deemed to be the party who is liable to pay the agency worker. In most cases this is the agency. For the purpose of unfair dismissal the employer is deemed to be the user of the agency worker, i.e. the client company/organisation. Employment agencies must be licensed by the Department of Enterprise, Trade and Employment.