

Code:	SR/26/2020
Category:	RECTOR'S DIRECTIVE
Title:	Rules Governing the Working from Home Policy (the so-called home office) at Tomas Bata University in Zlín
Liability:	Tomas Bata University in Zlín
Issue date:	8 October 2020
Effective from:	8 October 2020
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Pages:	4
Appendices:	2
Distribution list:	Non-academic staff of TBU
Signature of authorized person:	

I

Introductory provisions

- (1) This Directive issued by the Rector of Tomas Bata University in Zlín (hereinafter referred to as "TBU" or "employer") regulates the rules for the performance of work from home of TBU employees. The term "work from home" (hereinafter referred to as "work from home") refers to the performance of work in accordance with the concluded contract of employment and with the position at a different location than the location of work agreed on in the employment contract.
- (2) The provisions of this Directive may be applied only for the purpose of protecting the health of TBU employees in a situation requiring special arrangements to be followed in TBU constituent parts in order to ensure the operation at TBU, which will be announced in a relevant TBU internal regulation.
- (3) This Directive shall not apply in case of TBU academic staff, who select the location where work shall be performed on their own in accordance with the provisions of § 70a Paragraph 3 of the Act No. 111/1998 Coll., on Higher Education Institutions, as amended.
- (4) Work from home is a benefit, which may be agreed upon between the employer and the employee. Work from home is possible and allowable only in case of those employees who perform a type of work whose nature enables working from home – provided that the operating conditions at TBU enable it as well. Work from home may be performed as work from home or at another location agreed upon. The fact whether work from home is allowable and whether an agreement on work from home (or at another location agreed upon) will be concluded with the relevant employee shall be decided by the TBU chief executive authorized to act in employment affairs on behalf of TBU.
- (5) Work from home shall be performed with the use of remote communication tools and by means of information technology; and the results thereof shall be submitted by the employee to the employer in the electronic form, unless agreed otherwise between them.
- (6) The extent to which work from home will be performed by the employee, the rules regarding the organization of working hours during work from home and other related conditions, which are not specified in this Directive, shall adhere to the Agreement on the Performance of Work from Home (hereinafter referred to as "Agreement"), whose template forms Appendix No. 1 to this Directive. The Agreement can be concluded for a period of three months as a maximum with the possibility of repeated extension depending on the current situation (see Article I Paragraph 2 of the Directive).

- (7) Detailed conditions regarding the work from home shall be agreed between the employer and his/her immediate superior. He/She is also responsible for keeping records of the hours during which work from home is performed by the subordinate employees.

II Work from home

- (1) The employee shall perform work from home at the address agreed on with the employer. It is usually the employer's place of residence.
- (2) Unless particular days of the month in which the employee shall perform work from home are specified in the Agreement, it is deemed that the employee shall perform work from home in accordance with a written operational agreement concluded with his/her superior or in accordance with the work plan of the relevant organizational unit (hereinafter referred to as "work plan"). The written operational agreement concluded between the employee and his/her superior refers to a particular pattern of work for the performance of work from home mutually agreed upon in writing or in the electronic form (by email). The work plan refers to the definition of activities, specification of employees and the duration of their presence at the relevant constituent unit in such a manner as to avoid the disruption of activities carried out by the relevant organizational unit. The work plan must be approved in writing by the person authorized to act in employment affairs on behalf of TBU.
- (3) The employee shall perform work from home during hours scheduled by him/herself, except for Saturdays, Sundays, bank holidays and night hours (i.e. from 10pm to 6am).
- (4) In spite of the above-mentioned, the employee is obliged to be available online and/or by telephone from 8am to 4pm.
- (5) When scheduling his/her work in accordance with Paragraph 3 of this Article, the employee shall observe the provisions of Act No. 262/2006 Coll., Labour Code, as amended (hereinafter referred to as "Labour Code"), regarding the maximum duration of his/her shifts and of the weekly working hours, taking breaks at work, breaks between shifts and uninterrupted rest during the week. Overtime work may be performed by the employee only upon prior written approval by the employer.
- (6) When working from home, the employee shall keep a record of the hours worked, including all breaks taken during the performance of work, and that in the electronic form by means of a tool defined by the employer.
- (7) Unless specified otherwise in the Agreement, the employer shall organize the working hours of the employee who performs work from home for the purpose of provision of compensation for loss of salary during the employee's incapacity to work into shifts from 8:00am to 4:30pm including a half-an-hour meal and rest break, and that from Monday to Friday.
- (8) In case of other important personal obstacles to work during the performance of work from home, the employee is not entitled to compensatory salary, except for obstacles explicitly specified in the implementing regulation (Government Decree No. 590/2006 Coll., on the Range and Extent of Other Important Personal Obstacles to Work, as amended).
- (9) The journey to and back from the location where the work from home is to be performed is not a business trip. Therefore, the employee is not entitled to any reimbursement of travel expenses during the performance of work from home.

III

Performance of work from home

- (1) The employee shall perform work from home in such quality, to such extent, in such volume and in such a manner as he/she would perform work at the employing institution. The employee shall keep a record of the tasks on which he/she is working and shall regularly inform the employer about their status according to the instructions thereof.
- (2) The employer shall perform work individually and personally; assistance or cooperation of third persons, who are not employed at TBU, is not allowed.
- (3) The manner in which the results of the work are submitted shall be specified by the employer; if the manner is not specified, the results shall be submitted in the electronic form.

IV

Expenses and equipment

- (1) Costs related to the performance of work from home (energy, heating, telecommunication services, Internet access, etc.) shall be specified in the Agreement.
- (2) The employer shall provide the employee with devices necessary for the performance of work from home (particularly a computer and a mobile phone). The employee is obliged to duly work with these devices, to take care of them and to protect them from damage, loss, destruction or against misuse. The Agreement cannot be concluded, unless the employee is provided with devices necessary for the performance of work from home.
- (3) The employee shall immediately report to the employer any damages to or defects of the devices provided.

V

Occupational safety and health protection during work from home

- (1) When performing work from home, the employee is obliged to observe all rules and principles of occupational safety and health protection in such a manner as he/she has been instructed about them by the employer. The list of recommended working conditions related to the performance of work from home is specified in Appendix No. 2 to this Directive.
- (2) The employee shall report to the employer any deficiencies and defects at the location where work from home is to be performed, which endanger or may endanger the employee's safety or jeopardize his/her health during work, and participate in their removal to the maximum of his/her capacities. If it is not possible to remove the detected deficiencies or defects, the employee is not entitled to perform work from home.
- (3) The employee is obliged to inform the employer about any health problems that are or may be connected with the performance of work from home, and if it is necessary, he/she shall go to the relevant doctor. The employee shall report the possible temporary incapacity to work to the employer (mainly by email or by telephone) immediately after he/she is informed about it in accordance with relevant TBU internal rules and regulations.
- (4) Under all circumstances, the employee shall act carefully, with sufficient care and caution. The employee shall refrain from any activities during work, which increase the risk of industrial injury at home.

- (5) The employer is not liable for any damage incurred to the employee during the performance of work from home, unless it is directly connected with the performance of work; nor is the employer liable for damages to private devices and objects, which the employee has used for the performance of work from home without previous consent from the employer.
- (6) The conclusion of the Agreement is conditional upon the employee's consent to the employer being allowed, in defined cases, to enter the place at which work from home is performed by the employee. Detailed conditions shall be specified in the Agreement.

VI Other provisions

- (1) The obligation of confidentiality agreed upon with the employee shall apply also to work from home. If the employee performs work from home, he/she has to appropriately protect confidential information from any third parties, who may be present at his/her workplace during the performance of work from home.
- (2) With regard to the security standards applied by the employer, to the obligation to protect personal data and confidential information, the employee is not allowed to use any of his/her private devices during his/her work from home to work with data or documents of the employer, access, programmes or systems or private accounts in services used by the employer.
- (3) This Directive replaces Rector's Directive No. SR/24/2020.