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Issued by:	Prof. Mgr. Milan Adámek, Ph. D.	
Prepared by:	Legal Services	
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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 TBU employees' performance of telework as specified in the relevant provisions of the Act No. 262/2006 Coll., Labour Code, as amended (hereinafter referred to as the "Labour Code"). The term "telework" (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 with the employer (hereinafter referred to as the "location of work").
- (2) A prerequisite for the performance of telework is the conclusion of a written agreement between the employer and the employee on the performance of telework (hereinafter referred to as the "Agreement"), unless the employer is authorised to order telework in writing on the basis of a measure adopted by a public authority.
- (3) This Directive does not apply to academic staff of TBU who, in accordance with § 70a Paragraph 3 of the Act No. 111/1998 Coll., on Higher Education Institutions, as amended, perform agreed work (with the exception of direct teaching activities and cases determined by the employer in accordance with the Labour Code), during their own working hours and at a location determined by them.
- (4) Work from home is a benefit that an employer can provide to employees to support their work-life balance. 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 the Telework Agreement will be concluded in a specific case shall be decided by the **TBU chief executive** authorized to act in employment affairs on behalf of TBU (hereinafter referred to as the "chief executive") on the proposal of the relevant immediate superior of the employee (hereinafter referred to as the "superior"). The employee has no legal right to arrange telework.
- (5) In the event of serious or sudden operational circumstances, or because of exceptional or extraordinary work assignments requiring the employee's presence at the workplace, the superior is entitled to (without the entitlement to work from home on other agreed days or the entitlement to 3 days of work from home per month being affected):

- a) cancel work from home arrangements on a single day in advance,
- b) recall the employee during the work from home regime on a single day.

In such a case, the employee is obliged to report to the workplace (detailed conditions to be specified in the Agreement). At the same time, the employee is entitled to ask his/her superior to prove the reasons for cancellation of the work from home regime or the reason for him/her being recalled to the workplace.

- (6) 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.
- (7) Work from home can only be performed on computer equipment provided to the employee by the employer and using secure access via Virtual Private Network (hereinafter referred to as “VPN”) in accordance with the conditions and procedures listed on the TBU website <https://www.utb.cz/cvt/net-utb-vpn/>.
- (8) The performance of work on devices other than those provided to the employee by the employer is not possible.
- (9) 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, whose template forms Annex 1 to this Directive. The Agreement can only be concluded for a fixed period, until 30 November 2025 at the latest.
- (10) Detailed conditions regarding the work from home shall be agreed between the employee and his/her immediate superior. He/She is also responsible for keeping records of the hours/days during which work from home is performed by the subordinate employee.

II

Work from home

- (1) The employee shall perform work from home at the address agreed on with the employer and defined in the Agreement (hereinafter referred to as “place of performance of work from home”).
- (2) The employee shall choose a place of performance of work from home that is suitable for the performance of the work, in particular with regard to the possibility of organising the working environment and ensuring occupational safety. The employee shall not be entitled to perform telework in places that are evidently unsuitable for such performance (in particular, public places), where it is not possible to ensure the organisation of the working environment, the occupational safety and the protection of data and information, including personal data, processed in connection with the performance of telework.
- (3) If the employee wishes to change the place of performance of work from home, the employee shall request the employer to enter into an amendment to the Agreement. Without an amendment to change the place of performance of work from home, the employee will not be entitled to perform work from home at a location other than the location specified in the Agreement.
- (4) The employer sets the total number of days allowed for the performance of work from home at a maximum of 3 days per month, and unused days allowed for the performance of work from home per the particular month cannot be carried over to the next month. The specific days to be used are subject to agreement between the employee and the immediate superior, unless the immediate superior specifies the use of work from home regime.
- (5) The employee shall perform the work from home in such a manner that he/she is available to other TBU employees online (via e-mail or MS Teams) on working days between 09:00 and 14:00, or by telephone if this has been assigned to him/her by the employer as a business phone. During the rest of the day,

he/she shall schedule his/her working hours himself/herself, except for Saturdays, Sundays, public holidays and night hours (i.e. from 22:00 to 06:00).

- (6) When scheduling his/her work in accordance with the preceding Paragraph, the employee shall observe the provisions of the Labour Code regarding the maximum duration of his/her shifts and of the weekly working hours, taking of 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.
- (7) 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 a manner defined by the employer.
- (8) 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 temporary incapacity to work into shifts from 8:00 to 16:30 including a half-an-hour meal and rest break, and that from Monday to Friday.
- (9) 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).
- (10) The journey to and back from the location where the work from home is to be performed is not a business trip, nor is the journey to the location of work in the case as is specified in Article I Paragraph 5. Therefore, the employee is not entitled to any reimbursement of travel expenses during the performance of work from home.
- (11) Employees remain entitled to a meal allowance in the employer's own facilities (or corporate catering provided through third parties) for days on which they perform work from home, therefore, there is no entitlement to meal vouchers.

III

Performance of work from home

- (1) Employees shall aim at the highest possible degree of loyalty towards the employer when working from home. The employee shall perform work from home in such quality, quantity 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) In accordance with the Labour Code and the internal rules and regulations of TBU, the superior is obliged to impose tasks on the employee performing work from home, require and control the performance thereof.
- (3) The employee shall perform work from home individually and personally; assistance or cooperation of third parties who are not TBU employees is not allowed during the performance of work from home.
- (4) 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 employee is obliged to duly work with devices assigned to the employee for the performance of work from home (particularly computer technology), to take care of them and to protect them from damage, loss, destruction or against misuse.
- (3) The employee shall immediately report to the employer any damages to or defects of the aforementioned devices.

V

Occupational safety and health protection during work from home

- (1) Prior to the effective date of the Agreement, the employee must be properly trained in occupational health and safety and fire protection regulations, familiar with the instructions and recommendations for the layout of the place intended for work from home and the employer's occupational health and safety measures.
- (2) 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 Annex 2 to this Directive.
- (3) Employees are required to telework only in premises that meet the requirements of legislation on occupational health and safety and fire protection.
- (4) The employee shall notify the employer of any deficiencies or defects at the place where he/she performs work from home that endanger or may endanger the employee's occupational safety or health, and shall promptly arrange for corrective action. Until remedied, the employee cannot perform work from home from that location. The employee must provide evidence to the employer, on request, of the suitability of the working conditions at the place of performance of work from home. If the employer determines that the employee's working conditions at the place of performance of work from home do not comply with workplace safety rules and principles, the employer shall terminate the use of work from home until corrective action is taken.
- (5) In the event of an accident at work, the employee is obliged to notify the employer immediately, at the latest within 24 hours of the accident, if the employee's state of health permits. The report must include, in addition to the mandatory elements resulting from the legislation on reporting accidents at work, a detailed description of the accident, an exact indication of the time when the injury occurred and a description of the facts from which it is clear that the injury occurred in the course of, or in connection with the performance of work tasks or due to the performance of work tasks. In order to investigate the circumstances of the accident, the employee shall, upon agreement with the employer, allow the employer to inspect the place where the accident occurred. If no report is made, the injury shall be deemed not to have occurred in the course of or in connection with the performance of work tasks or due to the performance of work tasks.
- (6) 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.
- (7) 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 objects, which the employee has used for the performance of work from home.
- (8) The employer is entitled to check compliance with the conditions for the safe performance of work from home and the employee is obliged to provide supporting documents for this purpose.

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 internal and confidential information from any third parties, who may be present at the place of performance of work from home.
- (2) The employee is obliged to comply with the employer's security standards when working from home, in particular to protect personal and sensitive data, internal and confidential information.
- (3) The work from home benefit is valid for one year as a pilot project implemented by the employer. After this period, the employer will evaluate the benefits of the work from home and amend the terms and conditions set out in this Directive as appropriate.
- (4) The superior shall send a copy of the Agreement concluded with the employee to the Human Resources of the Rectorate of TBU immediately after the Agreement comes into effect.
- (5) This Directive replaces Rector's Directive No. SR/26/2020.
- (6) This Directive has been discussed with representatives of all trade union associations active at TBU.

Document version			
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11 October 2024	01	Legal Services	Creation of document

This English version of the internal regulation is not legally binding; it is intended for informational purposes only and, therefore, does not have to correspond to the Czech version of the document.