

# University of Chemistry and Technology in Prague

<b>Title</b>	<b>DIRECTIVE No. A/S/961/3/2020</b>
Subject	<b>Work from Home</b>
Applicability	University
Effective from	1 January 2021
Effective to	No time limit
Revision	-
Cancelled	-
Prepared by	966 – Personnel Department
Issued by	Prof. Dr. RNDr. Pavel Matějka, Rector

## **Article 1** **Introductory provisions**

- (1) This Directive on Work from Home is based on the provisions of Act No. 262/2002 Coll., the Labour Code, as amended (hereinafter referred to as the “**Labour Code**”) and implements the provisions of Article 18, Rules of Employment UCT Prague.
- (2) The Directive shall stipulate the procedure for approval and conditions of work from home. For the purpose of this Directive, work from home refers to work from home in accordance with a concluded employment agreement, job description and job classification of employees, outside the agreed place of work, that is, from home or from any other place that the employer and the employee have agreed on (hereinafter referred to as “**work from home**”).

- (3) Work from home is an employment benefit that the employer can provide to the employee based on a mutual agreement on work from home (hereinafter referred to as the **“Agreement”**).
- (4) The Agreement can be conclude with an employee provided operating conditions of the workplace, conditions of work and the employee’s job description permit such an arrangement, the employee has all work and other equipment at their disposal and they agree that no costs will be reimbursed to them that they would not incur if they were working at the employer’s workplace. Work from home cannot be arranged with employees whose jobs require their personal presence at the workplace.
- (5) In accordance with the employee’s valid employment contract, job classification and job description, the Agreement shall stipulate rules and conditions under which work from home will be performed. The Agreement must be concluded in writing. The Agreement is always concluded for a limited period of time, usually for one year, the maximum being the duration of the employment contract. It is possible to include an automatic extension provision in the Agreement.
- (6) In accordance with the Agreement between the employee and the employer, work from home can be performed during working hours planned by the employer or during working hours planned by the employee. Employees working from home who plan their working hours themselves: (a) are not subject to planned working hours, pauses and disruptions to work caused by adverse weather; (b) in case of significant personal obstacles to work are not entitled to remuneration unless stipulated otherwise in a legal regulation, or unless this concerns remuneration pursuant to Section 192, the Labour Code; (c) are not entitled to a salary nor time off in lieu nor bonuses for work on state holidays.
- (7) For the purpose of this Directive, head of department refers to the employee’s direct superior pursuant to the Rules of Organization UCT Prague.

## **Article 2**

### **Procedure for work from home approval**

- (1) Procedure for work from home approval
  - a. The employee applies for permission to work from home to the head of department in person or in an e-mail. The head of department can suggest work from home to the employee.
  - b. In case the head of department believes that the basic conditions for work from home are met in accordance with Article 1, Para 4 hereof, and agrees that the employee should be permitted to work from home, the head of department will fill in the Agreement annexed to this Directive. In the Agreement they shall specify the conditions of work from home they wish to agree on with the employee. The Agreement must take into consideration the fact that a part of the employee’s FTE may be dedicated to solution of educational and scientific research projects in which they are involved.

- c. The Agreement in two counterparts signed by the head of department and the employee – in case of employee's of workplaces under the Rector's Office also including the approval of the responsible vice-rector or registrar – will be delivered to the Personnel Department (hereinafter referred to as "**PD**") no later than 30 days prior to the planned start date of the Agreement.
  - d. PD shall submit the Agreement for approval and signing to the relevant head of organizational part of the employer. In case the Agreement is approved, the employee shall receive one counterpart and the employer shall receive one counterpart. The head of department will receive a copy of the Agreement. The employer will archive the Agreement in the employee's personal file.
  - e. Based on the concluded Agreement, the employee is allowed to work from home on days, or parts of days that the head of department has approved through the employer's personnel information system. The employee inserts their suggestions for days in the system at least 1 working day before the planned start of work from home. Employees at departments under the Rector's Office can be allowed to work from home on Tuesdays and Wednesdays only in justified cases.
- (2) In exceptional cases (e.g. in case of extraordinary operational situations or quarantine measures), the employer can order employees with whom the employer has concluded the Agreement to work from home.
- (3) The employer reserves the right to not permit work from home, also in cases when the Agreement has been concluded. At the same time, the employer reserves the right to interrupt the approved period of work from home and ask the employee to come work at the employer's workplace.

### **Article 3**

#### **Conditions of work from home**

- (1) The employee is required to work from home in the same quality, amount and manner as if they were working at the employer's workplace.
- (2) The manner in which outcomes and records of work from home shall be submitted will be decided by the head of department.
- (3) While working from home, the employee must be available on at least one of the agreed contacts for the duration of the basic working hours as stipulated in the Rules of Employment UCT Prague; in case the working hours are planned by the employer, then for the whole duration of the planned working hours. Violation of this duty constitutes a reason for withdrawal from the Agreement on the part of the employer.
- (4) The employee is obligated to keep records of the working hours in the employer's personnel information system. The records of working hours from home are subject to approval by the head of department.
- (5) While working from home, the employee is obligated to take part in all planned and unplanned department meetings and other meetings in accordance with the head of department's instructions.

- (6) During a trial period work from home can be arranged only in case any extraordinary reasons exist, the employee is able to organize and manage their work themselves and the head of department has means for methodological guidance of the employee.
- (7) Work from home during time of incapacitation for work or quarantine ordered to the employee pursuant to Act No. 258/2000 Coll., on Protection of Public Health, as amended, is not permitted. The employer plans the employee's working hours when working from home for the purpose of provision of remuneration during temporary incapacitation for work or ordered quarantine into shifts in accordance with the concluded employment contract.
- (8) Employees who, while working from home, are involved in solution of educational and scientific research projects, are obligated to specify in their time sheets, provided these are required by the provider of the given project, the manner in which the activities (e.g. meetings, workshops, etc.) were conducted (e.g. a videoconference, a teleconference, a telephone call).

#### **Article 4**

##### **Occupational safety**

- (1) While working from home, the employee is obligated to comply with all rules concerning protection of health and occupational safety.
- (2) The Agreement must include a provision by which the contracting parties confirm that the employee was duly informed about the occupational safety regulations, acquainted with instructions and recommendations for the organization of the place of work outside the employer's workplace and with the employer's measures concerning protection of health and occupational safety.
- (3) The employer is allowed to check on compliance with conditions of safe conduct of work at the address that has been agreed as a place of work from home. The employer is obligated to inform the employee about the planned protection of health and occupational safety inspection in advance. The employee is obligated to allow such inspection.
- (4) In case of an occupational injury, the employee is obligated to allow an inspection immediately after the occupational injury has happened in order to inspect the circumstances under which the injury has happened.
- (5) Violation of the employee's duties in connection with protection of health and occupational safety constitutes a reason for withdrawal from the Agreement on the part of the employer.

#### **Article 5**

##### **Protection of information and personal data**

- (1) While working from home, the employee is obligated to ensure protection of data, information and personal data connected with fulfilment of work tasks against their possible abuse by third parties and against publication. The employer is obligated to fully cooperate with the employee to ensure that they can fulfil this obligation.

- (2) Violation of the employee's duties in connection with protection of information and personal data constitutes a reason for withdrawal from the Agreement on the part of the employer.

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