
Directive S2023-08

1 October 2023

Remote Work Policy

The Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (hereafter: the Employer) hereby issues this internal Directive stipulating the conditions for employee remote work (hereafter: **the Directive**) in accordance with the provisions of Sections 190a, 305a, and 317 of Act No. 262/2006 Coll., the Labour Code, as amended (hereafter: **the Labour Code**).

1. Purpose and Scope of the Directive

The Employer supports employees' work-life balance. In order for employees to achieve a more effective balance between their working hours and personal needs, the Employer offers them the opportunity to work remotely under certain circumstances.

This policy sets forth the rights and obligations of employees and the Employer arising from remote work and the conditions of such an arrangement.

This policy applies to all employees of the Employer, whereby the conditions it stipulates must be adhered to by employees who are asked to or are permitted to work remotely.

2. Basic Conditions of Remote Work

The specific location from which an Employee works remotely (hereafter: Remote Workplace) will be explicitly stated in a remote work agreement. If no remote work agreement is concluded, work must be carried out at IOCB Prague, Flemingovo náměstí 542/2, Praha 6 – Dejvice (hereafter: Employer Workplace).

A remote work agreement can only be concluded if the nature of the Employee's work allows the Employee to continue fulfilling their duties in the same quality and/or scope outside the Employer Workplace.

In the event of force majeure (e.g. the covid-19 pandemic), i.e. when an Employee is unable to work at the Employer Workplace for reasons beyond the Employer's control, a remote work agreement may be concluded even if the Employee is unable to do their work remotely in the same quality and/or scope. In such cases, the Employer is also entitled to unilaterally prescribe remote work pursuant to the provisions of Section 317, paragraph 3, of the Labour Code.

The Employer is entitled to inform an Employee in any appropriate manner no later than **2 days** before a work shift that the Employee is planning to undertake from a Remote Workplace that, despite the existence of a remote work agreement, remote work will not be allowed for certain shifts. In such cases, the Employee must report to work at the Employer Workplace.

3. Basic Obligations of Employees and the Employer

When working remotely, Employees must comply with all the obligations of their employment relationship arising from legal regulations, internal policies of the Employer, their employment

agreement, agreements for work undertaken beyond the scope of their employment relationship, and any other agreements they may have concluded with the Employer.

When working remotely, Employees are obligated to do their work in person and to make full use of their shift to do work for the Employer in the quality, volume, and manner typical for work carried out at the Employer Workplace.

If asked to do so, Employees must inform the Employer about the fulfilment of assigned work duties using an appropriate means of communication, namely their work email or an application such as Teams, Zoom, etc. At the same time, Employees are required to fully cooperate with the Employer for the purpose of verifying that they are meeting their obligations. When submitting completed assignments, Employees must respect the deadlines and method of submission stipulated by the Employer and must do so using one of the aforesaid means of communication, unless specified otherwise by the Employer.

Employees must prevent access to work resources by unauthorized persons and must protect all work-related data in accordance with the obligations agreed to by the Employer and the Employee or those imposed by law.

When working remotely, Employees must comply with the schedule of weekly working hours set by the Employer and, namely, must:

- not exceed the specified or shorter weekly working hours;
- refrain from working overtime, on Saturdays, Sundays, holidays, or at night (from 10 p.m. to 6 a.m.), unless such work has been prescribed by the Employer;
- observe prescribed breaks for food and rest.

4. Occupational Safety and Health for Remote Work and Home Workplace Equipment

A remote work agreement may be concluded and remote work commenced only if an Employee declares that they are able to consistently ensure that the remote workplace meets the requirements for occupational safety and health protection (hereafter: OSH). The requirements for OSH are set forth in the Employer's internal policies. Employees must study these policies and provide a certificate for the successful completion of the Employer's e-learning course. Employees must also familiarize themselves with their obligations arising from the provisions of Section 106, paragraph 4, of the Labour Code.

As pertains to compliance with OSH requirements when working remotely, Employees must:

- to the maximum extent possible, ensure their personal safety and protect their life and health as well as the life and health of other persons with whom they come into contact while working remotely and also ensure that there is no damage to property of the Employer or of third parties or to the environment;
- immediately notify the Employer if the Remote Workplace will cease or has ceased to meet OSH requirements;
- follow established work procedures and refrain from engaging in dangerous behaviour;
- adhere to the ban on the use of alcoholic or other addictive substances and the ban on starting work under the influence of these substances when working remotely.

The Employer is authorized to carry out inspections of the Remote Workplace specified in the remote work agreement in order to verify the work conditions and the Employee's adherence to OSH requirements and may also conduct an inspection to determine the cause of an injury arising from a work-related accident. The Employer is entitled to carry out such an inspection only after prior notification, whereby the Employer will announce the inspection no later than one day before it is to take place. An inspection can be carried out on any weekday at a time agreed with the Employee. In the event of a work-related accident during remote work, the Employee is obligated to proceed in compliance with legal regulations and the internal policies of the Employer. The Employee must immediately report to the Employer any accident or injury (even minor injuries) occurring in connection to remote work. In this regard, the Employee is obligated to answer all the Employer's questions so that the employer can fulfil its obligation to keep records of injuries in an injury logbook, write a report about the work-related injury, and meet other obligations imposed on Employers in the event of work-related injuries as stipulated by the provisions of Section 105 of the Labour Code and Government Decree No. 201/2010 Coll. defining the method of evidence, reporting, and notification of injuries, as amended, (or other regulations elaborating these obligations). For purposes of investigating a work-related accident, the Employee must grant the Employer access to the Remote Workplace specified in the remote work agreement during normal working hours. This does not have any effect on the obligation of the Employee to prove that the injury occurred during working hours and in connection with the performance of their work duties. At the same time, the Employee is obligated to provide access to the Remote Workplace to other persons investigating the circumstances and causes of the work-related accident (e.g. authorized employees of the regional labour inspection office). Any failure to meet this obligation may obstruct the proper examination of the circumstances and causes of the accident and may thus be grounds for denying compensation for a work-related injury suffered while working remotely.

5. Common Conditions of Remote Work

The Employee is obligated to use the aforesaid means of communication to communicate with the Employer when working remotely.

During the standard working hours set by the Employer (7:30 a.m. to 4:00 p.m.), or during other working hours as specified by an agreement between the Employee and the Employer, the Employee is obligated to be reachable when working remotely, especially by the aforesaid means of communication. The Employer must be able to reach the Employee in any appropriate way regarding fulfilment of assigned work duties and work orders.

Under the provisions of Section 93, paragraphs 1 to 3 of the Labour Code, the Employer may, in exceptional cases, require the Employee to be available outside of the standard working hours for a period of time necessary to complete work duties within the framework of overtime work, as determined by the Employer.

Regardless of the agreed conditions of remote work, the Employee is obligated to report to the Employer's headquarters or other designated workplace at any time during standard working hours in order to discuss questions or other matters concerning remote work.

Furthermore, in exceptional cases and for a period of time deemed necessary, the Employer is entitled to require the Employee to work from the Employer workplace when the nature of the work makes it impossible or difficult to complete the work in the appropriate quality and speed by working remotely.

Employees are not entitled to compensation for any expenses arising from remote work.

When working remotely, an Employee is not entitled to reimbursement of travel expenses unless such expenses are incurred while undertaking a business trip, a trip outside the regular workplace, or a special trip in connection with work done outside the shift schedule at the workplace or the regular workplace as a result of the Employer ordering the Employee to leave the workplace in the performance of their work duties.

When working outside the Employer Workplace, Employees are obligated to handle all information and documents in the same way as when working at the Employer Workplace.

6. Employer Procedure upon Receipt of Remote Work Request per the Provisions of Section 241a of the Labour Code

If an Employee submits a request to work remotely, the Employer will process the request as specified in this article. Pursuant to Section 241a of the Labour Code, an application may be submitted by:

- a pregnant employee;
- an employee caring for a child under the age of 9 years;
- an employee who is the primary caretaker of a person who is considered to be dependent on the help of another natural person in degree II (moderate dependence), degree III (severe dependence), or degree IV (complete dependence) according to the provisions of Section 8 of Act No. 108/2006 Coll. on social services, as amended.

The Employee is entitled to submit an application to their immediate supervisor and must do so in writing only – all other forms of application will be rejected by the Employer. To submit an application, the Employee must use the Remote Work Application form, which is available on the Employer's intranet.

The Employee's direct supervisor will decide on the application no later than 30 calendar days after its submission.

In case of rejection of an application in accordance with Section 241a, the Employee's direct supervisor must provide the Employee with a written justification for the decision.

In this case, too, remote work can only be commenced once an agreement has come into force.

7. Responsibilities

All senior employees as defined in Section 11 of the Labour Code are responsible for ensuring and monitoring compliance with this internal policy and for informing all employees about it.

All employees are obligated to comply with the provisions of this policy. If an employee culpably violates the provisions of this policy, such an act will be evaluated by the Employer as a violation of obligations arising from legal regulations relating to the work performed by said employee. If an employee culpably violates the provisions of this policy, they will also be obligated to compensate the Employer for damages to the extent stipulated by the Labour Code.

Employees shall note that remote work can only be performed on the basis of a remote work agreement. In the event that a remote work agreement is not concluded and the employee fails to report to the workplace without providing a reason, such behaviour may be considered an unexcused absence bearing all consequences as set forth by the Labour Code.

8. Termination of Remote Work

The possibility of working remotely ends when the remote work agreement expires. Upon expiration of the remote work agreement, the Employee is required to work from the Employer workplace for the full scope of the Employee's working hours.

9. Final Provisions

This policy becomes effective on 1 October 2023 and is issued for an indefinite period.

A handwritten signature in blue ink, appearing to read 'Jan Konvalinka', is positioned above the printed name and title.

Prof. RNDr. Jan Konvalinka, PhD.
Institute Director