Internal regulation
University of Ss. Cyril and Methodius in Trnava
46/2021

Directive Governing the Performance of Work from Home – Home Office

§1
Introductory provisions

1) The directive regulating the performance of work from home - home office (hereinafter referred to as the "directive") is issued according to § 15 par. 1 letter m) of Act no. 131/2002 Coll. on Higher Education Institutions and on the amendment of certain laws as amended (hereinafter referred to as " Higher Education Institutions Act"), § 48 par. 2 of the Statute of the University of Ss. Cyril and Methodius in Trnava and 15 par. 1 letter c) Organizational Rules of the University of Ss. Cyril and Methodius in Trnava.
2) The directive is issued in accordance with § 52 of Act no. 311/2001 Coll. Labor Code as amended (hereinafter referred to as "Labor Code") and § 7 par. 6 and 7 of the Rules of Procedure of the University of Ss. Cyril and Methodius in Trnava.
3) UCM in interest to create appropriate on business environment for their own employees on the implementation their work activities, in order to eliminate disturbing influences for own creative activity (scientific- research, publication, artistic), reductions of mobility, prevention before spreading various diseases (e.g. COVID-19), introduces the option of the so-called work from home (home office).
4) This directive determines the rules for work from home for employees, who are in employment relationship with UCM. Under the phrase work from home shall be understood the work for an employer (UCM) in accordance with the concluded employment contract with a place of work other than that agreed in the employment contract.
5) Work from home is considered a benefit that can be agreed upon between the employer and the employee. Its advantages include in particular:
   a) flexibility of working hours (university teachers, researchers), possibility to set working time and breaks according to their own preferences
   b) the possibility of performing work under extraordinary circumstances (interruption of energy supplies, reconstruction work on the employer's buildings, extraordinary situation, state of emergency, employee quarantine and other objective reasons),
   c) saving time (commuting to work),
   d) savings costs (Employee will save on the travel, the employer on the building costs).
6) Work from home, with the consent of the employer or after agreement with him, is possible only with the employee for whom the nature of the work performed by him and the operating conditions of the employer allows it.
7) If it is a work from home for more than 8 hours from established weekly working time and there are no extraordinary circumstances (extraordinary situation, emergency status, state of emergency, interruption of supplies of energies and the like), the employer must to conclude an agreement with an employee on the performance of work from home, or to agree on the conditions of work from home directly in the contract.
8) The admissibility of working from home and the agreement concluded with the employee about a performance of work from home is decided by a UCM employee who is authorized to act in labor-law matters at UCM relationships (UCM- rector, faculty - dean).
9) If the performance of work from home in the scope of less than 8 hours of the established weekly working time is concerned, it can be carried out by an employee with the consent of a superior leading employee[1] on the prescribed form, which forms an integral annex to

this directive. The employee's work activity while working from home is always indicated on the form. A superior employee gives permission to work at home only if the proper work performance of his department is fully ensured. The form is used as a one-time consent and is valid for one working day only.

10) Work from home cannot be agreed at the expense of pedagogical performance (direct teaching, consultation hours, etc.), services for students or services for the university.
11) During the effectiveness of measures to prevent the emergence and spread of communicable diseases or measures in the event of a threat to public health ordered by the competent authority:
    a) the employer is entitled to order the performance of work from the employee's home, if the agreed type of work allows it,
    b) the employee has the right to perform work from his home, if the agreed type of work allows it and there are no serious operational reasons on the part of the employer that prevent the performance of work from home (§ 250b paragraph 2 letters a) and b) of the Labor Code).

The employer is obliged to notify the employee of the working time schedule at least two days in advance, unless a shorter period of time is agreed upon with the employee, and with a validity of at least one week (§ 250b paragraph 3 of the Labor Code).

§ 2

Performance of work from home

1) Work from home is carried out using information and communication technologies for communication at a distance (telephone, video conference, etc.) and with the help of information technologies, software solutions (email, electronic mailbox, SAP, Memphis, AIS, etc.) through which the employee transmits work results to the employer electronically, if they do not agree otherwise.
2) Detailed conditions of the work from home are agreed by employee's superior employee. He is responsible for the records of work from home by employees subordinate to him.
3) The employee works from home alone and exclusively in person at the address agreed with the employer, as a rule it is the place of the employee's residence.
4) if agreement about performance work from house do not contain specific conditions on the performance of work from home, especially days and hours, the employee works from home on the basis of an operational agreement with his own superior leader employee.
5) The employee performs work from home during the working hours that the employee schedules himself, excluding Saturdays and Sundays, state holidays and nocturnal hours (from 22:00 to 06:00).
6) Outside the abovementioned, an employee must be available online and/or on the phone in time from 09:00 to 1 4:00 h.
7) The employee, together with hereby paragraph, adheres to also provisions of the Labour Code concerning work time, its length, using breaks in work, continuous rest in weeks and the like.
8) An employee may work overtime only with the prior written consent of the employer.
9) The employee is not entitled to travel allowances when working from home.
10) When performing work from home, the employee fulfills his work duties in the same

quality, quantity and manner as he would perform them at his employer's workplace. The employee records the assigned work tasks on which he is working and informs the employer about their status according to the instructions.

11) The employee will submit the results of the work in electronic form, if he does not agree with the superior manager otherwise.
12) The performance of work from home is checked by a superior senior employee, the UCM control officer and the rector or dean of the faculty or a person authorized by the director of the institute, who is authorized to check whether the employee is staying at the agreed place of work from home.
13) Under the normal working regime, work from home is allowed only one working day a week, usually on Wednesday or Friday.
14) Consent or days of work from home cannot be accumulated.

§ 3

Employee costs and equipment

1) Costs on the work from home (energy, internet connection, telecommunication services etc.) and their payment is regulated by the agreement on the performance of work from home, if it is not concluded, it is valid that the employee pays for them on his own.
2) The employer equips the employee with the necessary equipment and software for working from home (e.g. computer, laptop, portable modem telephone, printer, scanner, SAP, AIS, Memphis etc.). The employee has the obligation to properly manage these devices and protect them from damage, loss, destruction and abuse. Any damages on the devices must be reported immediately to the employer.
3) When granting permission to work from home, it is assumed that the employee has all the necessary work equipment.
4) The employee is obliged to immediately inform the employer about technical problems associated with the non-functionality of technical equipment and software, the non-functionality of the Internet connection or other similar causes that make it impossible for him to perform his work.
5) The employer is not responsible for damage suffered by the employee while working from home, unless it is directly related to the performance of work for the employer. The employer is also not responsible for damage to private devices, objects, software, and other things used by the employee to perform work without the prior written consent of the employer.

§ 4

Health and safety and confidentiality

1) When working from home, the employee is obliged to comply with all rules and principles of safety at work, with which he was properly familiarized.
2) The employee is obliged to report any deficiency in the workplace where he works from home, which endangers or may endanger the safety of the employee or his health when

working to the UCM Health and Safety Officer. The employee is obliged to participate in their removal according to his possibilities.

3) If the deficiencies cannot be eliminated, the employee is not authorized to work from home.
4) The employee shall notify the employer of any health complications that may have or are related to the performance of work from home and, when necessary, shall visit the relevant doctor.
5) The employee must, under all circumstances, behave responsibly when performing work from home, avoid any danger, be cautious and refrain from activities in which there is an increased risk of an occupational accident.
6) The employee's duty of confidentiality also applies when working from home. The employee is obliged to protect documents, confidential information and personal data towards all persons who may come across his workplace while working from home.

§ 5
Final provisions

1) When performing work from home, the employee is obliged to comply with the provisions of the Labor Code (with the exception of the provision on the place of work performance), the UCM Work Regulations, the Act on Universities, Act No. 124/2006 Coll. on safety and health protection at work and on amendments to certain laws as amended, internal regulations of the UCM, other generally binding legal regulations of the Slovak Republic and the concluded employment contract.
2) Identified misconduct in the performance of work from home can be evaluated as a violation of work discipline, or a serious violation of work discipline.
3) There is no legal right to work from home.
4) This directive enters into force on the day it is signed by the UCM rector and takes effect on 1 August 2021.
5) An integral part of this directive is the annex - CONSENT TO WORK FROM HOME (HOME OFFICE).
6) Consent to work from home is attached to the employee's monthly attendance report, which is archived by the UCM Department of Economic Activities - payroll report.

In the university town of Trnava, on 29 July 2021

prof. Ing. Roman Boča, DrSc.
rector of UCM

Directive Governing the Performance of Work from Home – Home Office, including amendments and supplements, is published in the Slovak language and in other languages in which the UCM conducts its programmes, with the Slovak language text being considered the authentic text.

Annex:

CONSENT TO WORK FROM HOME (HOME OFFICE)

Last name, first name, degrees	Personal number
	Mobile phone
Department	

Requests to work from home in acc. to § 7 par. 6 Labor Code of the UCM

From until hours per day

Place of home office

Date Signature of the employee*

At the time of home office, the employee will fulfil the following tasks:

	Date	Head of Dept.	ÚPP
Approved by			
Real start of work			
Start of employment			

* At the same time, the employee confirms with his signature that he has been familiarized with the Directive governing the performance of work from home - home office by his superior and undertakes to comply with it