

Charles University

Rector's Directive No. 44/2023

Title:

Performance of Remote Work at Charles University

Responsible office:

Human Resources and Payroll Office

Effect:

1 October 2023

Performance of Remote Work at Charles University

Article 1

Fundamental Provision

1. This Directive provides for the performance of work by employees of Charles University (“employer” or “University”) from a place, agreed upon with the Employer, other than the Employer’s workplace (“remote work”), under Section 317 of Act No. 262/2006 Sb., the Labour Code, as amended (“Labour Code”).
2. Remote work is a benefit that the employer provides to its employees to promote their work-life balance, with regard to, in particular, the needs of employees enumerated in Section 241a of the Labour Code, on the basis of a written agreement on remote work between the employer and the employee (“agreement on remote work”). Remote work ordered by the employer under Section 317 (3) of the Labour Code constitutes an exception to which this Directive applies with the necessary modifications.
3. Remote work may be allowed only for employees the nature of whose work and the operating conditions of the respective employer’s workplace are suitable for remote work. It is conditional upon the employer’s trust that the employee will perform the agreed work remotely in sufficient quality, with due care, and in compliance with the deadlines set by the employer.
4. Remote work during the employee’s trial period may be allowed only in exceptional cases if there are special reasons to do so, if the employee is able to organise and manage his or her work independently despite being in the trial period, and if the superordinate has the means necessary to properly guide the new employee.
5. Remote work from a place outside the territory of the Czech Republic may be allowed only in exceptional, justified cases on the basis of a thorough analysis of the legal risks and financial and administrative costs related thereto.
6. Remote work may be performed under the conditions hereunder in the following form:
 - a) In the working hours scheduled by the employer (“scheduled remote work”); or
 - b) In the working hours scheduled by the employee (“unscheduled remote work”).

Article 2

Scheduled Remote Work

1. Scheduled remote work means remote work performed in the working hours scheduled by the employer.
2. In the case of the performance of scheduled remote work, one shift corresponds to one fifth of the agreed weekly working hours of the employee unless the employer decides otherwise in the specific case. Overtime work¹ may be performed by the employee only if expressly agreed with the employer or expressly ordered by the employer.
3. Uninterrupted daily rest² and uninterrupted weekly rest³ for the employee must be respected when scheduling remote work. The employee takes breaks for meals and rest⁴ in the full scope as set out by the law, that is, at least 30 minutes after a maximum of 6 hours of work. The breaks are not included in the working hours.

Article 3

Unscheduled Remote Work

¹ Section 93 of the Labour Code.

² Section 90 of the Labour Code.

³ Section 92 of the Labour Code.

⁴ Section 88 of the Labour Code.

1. Unscheduled remote work means remote work performed in the working hours scheduled by the employee in accordance with legal regulations, the internal regulations of the University and the unit where the employee works, or other regulations of the University and the respective unit.
2. The employee may not work for more than 12 hours in one working day. Overtime work⁵ may be performed by the employee only if expressly agreed upon with the employer or expressly ordered by the employer.
3. The employee always schedules the working hours in the working days from 6a.m. to 10p.m. so that he or she can perform the assigned working task in sufficient quality with regard to circumstances which may influence the employee's work performance and attention (fatigue, etc.) in a manner that does not endanger the life or health of the employee or third persons. The employee includes the necessary breaks when scheduling work, in particular breaks for meals and rest⁶ in the full scope, that is, at least 30 minutes after a maximum of 6 hours of work. The employee must respect uninterrupted daily rest⁷ and uninterrupted weekly rest when scheduling work⁸.
4. For the purposes of the provision of holiday pay or remuneration paid under an agreement to work outside the scope of regular employment under Section 192 and 194 of the Labour Code, and for the purposes of taking holiday, the employer determines the working hours to be from 8a.m. to 4:30p.m., including a 30-minute break for a meal and rest unless determined otherwise by the employer in specific cases.

Article 4

Work Performed by Academics outside the Employer's Workplace

1. In accordance with section 70a (3) of Act No. 111/1998 Sb., to regulate higher education institutions and to change and amend other laws (Higher Education Act), as amended ("Higher Education Act"), academics perform the agreed work, with the exception of direct pedagogical activities and cases stipulated by the employer under the Labour Code, in the working hours scheduled by themselves in a place of their own choice. Activities performed in this manner are not considered as the performance of work within unscheduled remote work.
2. In relation to Article 1 (6) hereof, academics may perform work outside the employer's workplace in the following form:
 - a) As scheduled remote work, that is, in the working hours scheduled by the employer, where the employee performs direct pedagogical activities under an agreement on remote work using remote communication means, or other activities set by the employer in accordance with the Labour Code;
 - b) As unscheduled remote work, that is, in the working hours scheduled by the academic, where the employee performs direct pedagogical activities under an agreement on remote work using remote communication means, or other activities set by the faculty in accordance with the Labour Code;
 - c) In the working hours scheduled by the academic, where the employee performs work directly related to pedagogical, scholarly, research, development, innovative, artistic, or other creative activities.

⁵ Section 93 of the Labour Code.

⁶ Section 88 of the Labour Code.

⁷ Section 90 of the Labour Code.

⁸ Section 92 of the Labour Code.

3. When performing work outside the employer's workplace, academics must comply with the duties imposed on employees hereunder, in particular the duties under Articles 6, 7, 8, and 9 hereof.
4. The costs incurred by academics exclusively in relation to the performance of work outside the employer's workplace in the working hours under paragraph 2 (c) of this article are not considered as costs incurred in relation to the performance of dependant work, and they are paid by the academic in accordance with section 70a (3) of the Higher Education Act.

Article 5

Agreement on Remote Work

1. The employer and the employee may make an agreement on remote work as part of the employment contract or the agreement to work outside the scope of regular employment, or as a separate document.
2. Agreements on remote work with the individual employees of a faculty are approved by the Dean of the respective faculty of the University; agreements on remote work at other units of the University are approved by the director of the respective unit of the University who has been authorised to act in employment matters for the University,⁹ or an employee authorised by the Dean of a faculty or a director of other unit. Agreements on remote work at the Rectorate of the University and other units of the University whose directors have not been authorised to act in employment matters for the University are approved by the Bursar of the University, or by an employee authorised by the Bursar.
3. The agreement on remote work stipulates, in particular, more detailed conditions for the content and manner of remote work.
4. The performance of remote work may be specified in the agreement on remote work, in particular, in the following way:
 - a) Regularly on specific days of the week;
 - b) In a specific time period in a given month or calendar year;
 - c) On days agreed upon with the superordinate employee.
5. Entering into an agreement on remote work means that the municipality in which the agreed place from which the employee will perform remote work is located is temporarily added to the place of work of the employee.

Article 6

General Rules and Conditions of Remote Work

1. The employee performs work tasks using remote communication means (telephone, e-mail, etc.) when working remotely.
2. The employee must be available at any time during standard working hours on the telephone and at the work email address when working remotely.
3. The employee must record his or her working hours when working remotely and provide them to the employer so that the employer can keep records of the working hours in accordance with the Labour Code.¹⁰ The superordinate employee may decide, in particular, if necessary in relation to meeting the requirements of external providers of

⁹ Appendix No. 1 to the Constitution of Charles University, as amended, and Rector's Directive No. 5/2022, Authorisation of Directors of Other Units of the University who Have Been Charged with Property Management to Act for Charles University, as amended.

¹⁰ Section 96 of the Labour Code.

financial means (grants), that the employee must record the working hours including specific activities carried out at a given time, or other details.

4. If the employer has entrusted equipment for work to the employee based on an agreement on the liability for the loss of entrusted property, the employee must give preference to this equipment when working remotely.
5. If equipment for work has not been entrusted to the employee under the previous paragraph of this article, the employee may perform remote work using his or her own equipment for work if it complies with the conditions set by the legal regulations in the area of occupational health and safety.
6. The employee must notify the employer without delay of any damage to the employee's property designated for the performance of work which was caused during remote work or in direct relation thereto. The notification must always include a description of the event causing the damage, including the precise time and expected amount of damage. The employee must provide any and all cooperation necessary for establishing the causes of the damage. If the damage caused to the employee's property is not notified within 3 days of the date of the damage, the damage is regarded as not having been caused in relation to the performance of work tasks or in direct relation thereto. The employer is not liable for such damage.

Article 7

Occupational Health and Safety and Fire Protection

1. Before the agreement on remote work becomes effective, the employee must undergo proper training on the legal regulations governing occupational health and safety and fire protection, and read through the instructions and recommendations concerning the organisation of the place of remote work and the employer's directives concerning occupational health and safety.
2. The employee must comply with the legal regulations on occupational health and safety and fire protection when working remotely.
3. The employer may check that the requirements for the safe performance of work at a workplace other than the workplace designated by the employer are met, and the employee must enable such inspection by persons authorised by the employer. The employer must notify the employee of a planned inspection in advance. Should the employee prevent the inspection by not allowing access to persons authorised by the employer to the place of work other than the workplace designated by the employer, the employer may terminate the agreement on remote work with immediate effect.
4. The employee must work remotely in premises which meet the requirements provided in the legal regulations on occupational health and safety and fire protection. If working conditions are disrupted, including malfunctions or changes of the equipment for work, which could threaten the life or health of the employee or third persons, the employee must immediately stop working, notify the employer of this fact, and enable the employer to check the working conditions and the premises concerned. If the inspection performed shows that there are risks threatening the life or health of the employee or third persons, the employer may unilaterally terminate the performance of remote work with immediate effect. The employee will then work at the employer's workplace for the remaining part of the shift.
5. If a work-related injury occurs, the employee is obliged to notify the employer without delay, and no later than within 24 hours of the injury if the employee's health condition allows the notification. In addition to the mandatory elements following from the legal regulations regarding the notification of work-related injuries, it must include a detailed

description of the events leading to the injury, exact time of the injury, and a description of the circumstances which clearly indicate that the employee was injured during the performance of work tasks, in relation thereto, or in order to perform them. The employee is also obliged to enable the employer to inspect without delay the place of the injury to investigate the circumstances thereof. If the employee fails to make the notification or enable the inspection, it is regarded that the injury did not occur during the performance of work tasks, in relation thereto, or in order to perform them. In this case, the employer is not liable for the damage caused.

Article 8

Protection of Information and Personal Data

1. When working remotely, the employee must ensure that data, facts, and information related to the performance of work tasks are protected against any misuse by third persons and their disclosure.
2. Employees who process personal data within the performance of their work and work tasks must ensure that the data are protected against their provision to third persons and against their disclosure, except for cases where the employer received prior written consent of the data subject to do so. The employee must comply with the applicable generally binding legal regulations when processing personal data, that is, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Act No. 110/2019 Sb., to regulate the processing of personal data, as amended, and all relevant regulations of the employer.
3. When using information technology, the employee must comply with the employer's regulations and principles in the area of cybersecurity¹¹ and ensure the protection of information and personal data processed while working remotely, in particular to use safe passwords, to use antivirus software, to back up data, and to protect the passwords and devices used from being accessed by third persons.
4. The employee is obliged to notify the employer immediately of any security incidents related to cybersecurity and the protection of personal data. The notification must include a detailed description of the security incident, including the designation of the data and information affected by the security incident, and the potential risks arising from the security incident.
5. A breach of the employee's obligations related to cybersecurity and the protection of information and personal data is grounds for the termination of remote work by the employer with immediate effect.

Article 9

Reimbursement of Costs

1. Employees are not entitled to the reimbursement of travel costs in relation to remote work.
2. As a rule, the agreement on remote work includes a provision stating that employees are not entitled to reimbursement of costs in relation to remote work.¹²

¹¹ In particular, Instruction No. 5 of the Data Protection Officer "Recommendation for the protection of personal data and the minimisation of risks and threats related to computer technology, mobile communication, and networks when working from home".

¹² Section 190a (2) of the Labour Code.

Article 10
Final Provisions

1. The Deans of the faculties of the University, directors of other units of the University who have been authorised to act in employment matters for the University, and the Bursar of the University may publish an implementing regulation which is to provide in detail for remote work at the respective faculty or other unit of the University.
2. Rector's Directive No. 32/2022, Performance of Work from Home (Home Office), is hereby repealed.
3. This Rector's Directive comes into force on the date of its execution and becomes effective on 1 October 2023.

In Prague on 27 September 2023

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