

# **Charles University, Faculty of Arts**

## **Dean's Directive No. 15/2022**

### **Performance of Work outside the Workplace of the Employer at the Faculty of Arts of Charles University**

#### **Article 1**

##### **Introductory Provisions**

1. This Directive regulates the conditions of the performance of work by employees of the Faculty of Arts of Charles University ("Faculty" or "employer") outside the workplace of the employer.
2. For the purposes hereof, work outside the workplace of the employer means the performance of the agreed work from the employee's home or other place agreed between the Faculty and the employee ("work from home").
3. Work from home is a benefit provided by the Faculty to its employees with the aim of maintaining a healthy work-life balance. Work from home may be performed only if the nature of the employee's work allows it, based on trust on the part of the Faculty that the employee will perform his or her work in due time and with due care, and comply with the deadlines set by the Faculty.
4. Work from home may be performed only on the basis of an agreement on the performance of work outside the workplace of the employer ("Agreement on Work from Home") entered into between the Faculty and the employee, which is then approved by the Faculty, unless provided otherwise by legal regulations, the internal regulations of Charles University and the Faculty, or other regulations of Charles University and the Faculty.
5. Work from home may be performed under the conditions hereunder in the following form:
  - a) In the working hours scheduled by the Faculty ("scheduled work from home"); or
  - b) In the working hours scheduled by the employee ("unscheduled work from home").
6. Approval of the request to work from home ("employee's request") means that the municipality in which the agreed place from which the employee will perform work from home is located is temporarily added to the place of work of the employee.

#### **Article 2**

##### **Scheduled Work from Home**

1. Scheduled work from home means work from home performed in the working hours scheduled by the employer.

2. In the case of the performance of scheduled work from home, one shift corresponds to one fifth of the agreed weekly working hours of the employee. The employee may work overtime only with the prior express consent of the employer.
3. The employee may take breaks to eat and rest 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 Work from Home**

1. Unscheduled work from home means work from home performed in the working hours scheduled by the employee in accordance with legal regulations, the internal regulations of Charles University and the Faculty, or other regulations of Charles University and the Faculty.
2. The performance of work in a single working day may not exceed one fifth of the agreed weekly working hours of the employee. The employee may work overtime only with the prior express consent of the Faculty.
3. The employee 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 due 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 considers and includes the necessary breaks when scheduling work.
4. For the purposes of the provision of holiday pay under section 192 of the Labour Code, the Faculty determines the working hours to be from 8a.m. to 4:30p.m., including a 30-minute break to eat and rest unless determined otherwise by the superordinate employee in specific cases.
5. The employee is not entitled to wages or leave to compensate overtime work, nor leave or wages or extra pay to compensate work done on rest days.

### **Article 4**

#### **Work outside the Workplace of the Employer Performed by Academics**

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 ("HEA"), academics perform the agreed work, with the exception of direct pedagogical activities and cases provided for by the Faculty or 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 work from home.
2. In relation to Article 1 (5) hereof, academics may perform work outside the workplace of the employer in the following form:

- a) As scheduled work from home, that is, in the working hours scheduled by the Faculty, where the employee performs direct pedagogical activities with the consent of the Faculty using remote communication means, or other activities set by the Faculty in accordance with the Labour Code;
  - b) As unscheduled work from home, that is, in the working hours scheduled by the academic, where the employee performs direct pedagogical activities with the consent of the Faculty 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, and other creative activities.
3. When performing work outside the workplace of the employer, academics must comply with the duties imposed on employees hereunder, in particular the duties under Articles 7, 8, and 9 hereof.
  4. The costs incurred by academics exclusively in relation to the performance of work outside the workplace of the employer 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 HEA.

#### **Article 5**

##### **Agreement on Work from Home**

1. The performance of work from home is regulated by an Agreement on Work from Home between the employee and the Faculty.
2. The employee's request under Article 6 hereof does not substitute an Agreement on Work from Home.
3. An Agreement on Work from Home defines the general conditions of the performance of work from home; more detailed conditions regarding the content, scope, and manner of the performance of work from home is provided hereunder, or in other regulations of the employer.
4. An Agreement on Work from Home under which an employee may perform work outside the territory of the Czech Republic may be entered into only in justified cases subject to the consent of the Dean of the Faculty.

#### **Article 6**

##### **Request for the Approval of the Performance of Work from Home**

1. An employee who has entered into an Agreement on Work from Home, and is interested in performing work from home, files a request using the VERSO information system – module Absences, always well in advance of the planned commencement of the performance of work from home.
2. The employee's request is considered by the head of the respective department of the Faculty, or his or her superordinate employee, without undue delay.

3. The Faculty has the right to approve the employee's request only in part, where the Faculty may set the conditions of the performance of work from home in relation to the part which has not been approved. No justification is necessary for the decision to refuse or not approve the employee's request.
4. The conditions of the performance of work (following from legal regulations, the employment contract, the internal regulations of Charles University and the Faculty, and other regulations of Charles University and the Faculty) which are not affected by the approval of the employee's request remain unaffected.
5. The performance of work from home during the employee's trial period is only possible if there are special reasons to do so, the employee is able to organise and manage his or her work independently despite being in the trial period, and if the superordinate employee has the means necessary for the methodological guidance of the new employee.
6. The performance of work from home in the case of obstacles on the part of the employee (that is, temporary incapacitation for work, maternal and parental leave, care for a member of the household, etc.) and while on holiday is not permitted.
7. The Faculty reserves the right to not allow the performance of work from home for a certain period of time, or to cancel the previously approved performance of work from home. The Faculty informs the employees concerned of such decision well in advance.

## **Article 7**

### **Instruments for Work and Costs**

1. If the Faculty has entrusted instruments for work to the employee based on an agreement on the liability for the loss of entrusted property, the employee must give preference to these instruments when working from home.
2. If instruments for work have not been entrusted to the employee under the previous paragraph of this article, the employee may perform work from home using his or her own instruments for work, which comply with the conditions set by the legal regulations in the area of safety and protection of health at work. The Faculty has the right to decide that the employee must use an instrument entrusted to him or her by the Faculty for the performance of work tasks instead of the employee's own instrument for work.
3. The employee must notify the Faculty of any damage to the employee's property designated for the performance of work caused during the performance of work from home 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 not to have been caused in relation to the performance of work tasks or in direct relation thereto. The Faculty is not liable for such damage.
4. The Faculty offers the possibility for the employee to make use of a framework agreement agreed with a mobile operator under which the employee may enter into a contract for a special plan at a reduced price. The flat fee for the special plan is paid by the employee.

5. When using information technology, the employee must comply with the principles set out by Charles University<sup>1</sup> or the Faculty and ensure the protection of personal data processed while working from home, in particular to use safe passwords, antivirus software, back up data, and protect the passwords and devices from being accessed by third persons.
6. The employee is obliged to notify the Faculty immediately of any security incidents related to the protection of personal data, which means, in particular, their unlawful change or destruction, or making personal data or information regarding their security accessible. The notification must include a detailed description of the security incident, including the designation of the personal data affected by the security incident, and possible risks to the rights and freedoms of the persons concerned (data subjects) arising from the security incident.
7. The employee must take into consideration whether additional costs (for example, costs related to the use of the employee's own property for the performance of work, energy consumption, including fees for water, telephone, internet connection, etc.) will be incurred by him or her for the performance of work from home, and inform the Faculty of this fact in advance using the employee's request. The Faculty reserves the right to not approve an employee's request if the performance of work from home presents additional costs for the given work position, and it is not possible to compensate the said additional costs by a substantial reduction of costs on the performance of the given work position at the workplace of the employer.
8. If additional, unforeseen costs are incurred by the employee in relation to the performance of work from home, he or she may request reimbursement thereof from the Faculty. The compensation is provided in the amount of the costs actually spent, proof of which the employee is obliged to provide to the Faculty. The detailed calculation of the compensation must be based on the proportion of the use for work from home and for the private use of the employee, or other persons. The compensation will be paid on the regular pay day of the Faculty on the basis of the employee's request, in writing, including a detailed account of the costs incurred, including proof thereof.
9. The employees are not entitled to the reimbursement of travel costs in relation to the performance of work from home.

## **Article 8 Workplace**

1. The employee must perform work from home only in the place indicated in the Agreement on Work from Home. The employee must keep the workplace in such conditions that it permanently complies with the requirements following from the legal regulations on the safety and protection of health at work. The employee takes any measures necessary to prevent undesirable changes to working conditions by third persons. If working conditions are disrupted, including malfunctions or changes of the instruments for work,

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<sup>1</sup> 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".

which may threaten the life or health of the employee or a third person, the employee must immediately stop working.

2. The employee must notify the Faculty immediately of any changes to the conditions or arrangement of the workplace within the meaning of the previous paragraph of this article as a result of which the workplace would no longer meet the conditions set out in the legal regulations on safety and protection of health at work, and enable the Faculty to check the working conditions and the workplace. If it is concluded based on an inspection performed that there are risks under the previous paragraph of this article, the Faculty may unilaterally terminate the performance of work from home. The employee will then work at the employer's workplace for the remaining part of the shift.
3. The Faculty has the right to perform an inspection of the workplace to check the safety and other conditions pertaining to the performance of work from home, and to invite an expert (or experts) for an inspection if deemed appropriate by the Faculty. The employee enables such inspection and provides any and all cooperation to this end. The Faculty notifies the employee of the performance of the inspection no later than 3 days in advance.
4. If the inspections shows that, with regard to the legal regulation of (in particular) safety and protection of health at work, it is necessary to make changes to the workplace, the Faculty has the right to make the necessary changes at its own expense. The employee must provide the necessary cooperation to the Faculty, and assist in remedying the deficiencies and malfunctions at the workplace according to his or her possibilities.

## **Article 9**

### **Other Rules and Conditions of the Performance of Work from Home**

1. The employee must be available in the working hours at the email address provided by the Faculty or the telephone if provided by the Faculty.
2. The employee is obliged to work in the maximum extent possible according to his or her strengths and possibilities to perform the work tasks in due time and quality. The employee is responsible to the Faculty for the result and performance of the work tasks.
3. The employee informs the Faculty immediately if an assigned work task cannot be performed with regard to the extent of work and the time allocated for the performance of work tasks within the agreed workload of the employee. If the employee fails to inform the Faculty under the previous sentence, the time period from the assignment of a work task until the deadline for its performance is regarded as sufficient with regard to the employee's workload and his or her abilities, qualification, and possibilities, and the performance of the task in due time and quality is regarded as feasible.
4. The employee must perform the work in compliance with the requirements for safety and protection of health at work, in particular, always check the condition and function of the devices used before the commencement of work, and comply with the general principles of safety and caution at home (use of open fire, movement on slippery surfaces, stairs, etc.). In all circumstances, the employee must refrain from activities which increase the risk of a work-related injury at home.

5. If a work-related injury occurs, the employee is obliged to notify the Faculty immediately, and no later than within 24 hours of the work 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, accurate time of the injury, and a description of the circumstances which clearly indicate that the employee's health was injured during the performance of work tasks, in relation thereto or in order to perform them. If the employee fails to make the notification, it is regarded that the injury (or property) did not occur during the performance of work tasks, in relation thereto or in order to perform them. In this case, the Faculty is not liable for the damage caused.

**Article 10**  
**Transitional provision**

Agreements on Work from Home may be entered into as of 1 July 2022 with effect as of 1 August 2022.

**Article 11**  
**Final Provisions**

1. The draft directive was discussed with the trade union at the Faculty in accordance with section 287 (2)(g) of the Labour Code on 7 April 2022. It is entered in the Faculty's records management system under Ref. No. UKFF/163239/2022.
2. This Directive comes into force on 1 July 2022.
3. This Directive becomes effective on 1 August 2022.

In Prague, on 30 June 2021

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