
Rector's Measure no. 14/2020

- **Title:**

Work from Home (Home Office)

- **Responsible unit:**

HR Department

- **Effective date:**

15 April 2020

Work from Home (Home Office)

Article 1 Basic provisions

1. This measure addresses and regulates the performance of work from home. Work from home ("home office", "H/O") is understood as the performance of work in accordance with the concluded employment contract and job position outside the agreed work location, i.e. from home or from any other place in the Czech Republic where the employee is located.
2. Work from home is a benefit that the employer, i.e. Charles University (the "employer" or "CU") provides to the employee based on an agreement on the performance of work from home ("H/O agreement").
3. In exceptional cases, the employer reserves the right to order the employee to work from home, even if this option has not been set out in the employment contract or even if an H/O agreement has not been concluded. In particularly justified cases (especially as a part of quarantine measures, extraordinary events, etc.), the employer may order the performance of work from home for all employees.
4. The employer negotiates with the employee the performance of work from home and its scope in the employment contract, and if appropriate, the employer may regulate the terms of the work from home with the employee in a separate written H/O agreement. The subject matter of the H/O agreement is, in particular, the establishment of more specific terms for the content and manner of performing work from home.
5. The conclusion of an H/O agreement is decided at the faculties of Charles University and as a part of the units of Charles University by the dean of a faculty of Charles University or the director of a unit of Charles University who is authorized to act in employment matter (Dean's Measure no. 25/2017) or a head employee authorized by the dean or director. The conclusion of an H/O agreement at the Rector's Office of CU and at other units of CU whose directors have not been authorized to act in employment matters is decided by the bursar of Charles University or a head employee authorized by the bursar.
6. Work from home is only possible and permitted for those employees for whom the nature of their work and the operating conditions of Charles University allow it. Such restriction does not apply if the employer orders the performance of work from home.
7. The employee's immediate supervisor (head of department, head of workplace, etc.) will negotiate detailed terms for the performance of work from home with the employee in accordance with the H/O agreement. The supervisor is also responsible for keeping records of the work performed from home by the individual employees (an overview of which employees work from home on which days). These records must be made available for inspection upon request at any time to the dean of the faculty, the director of the unit, or the bursar of Charles University.
8. The employer reserves the right not to permit work from home for a certain period, even if the performance of work from home was agreed in the employment contract or in an H/O agreement. The employer is required to inform the employee of such a decision sufficiently in advance, if possible, and to define the period during which work from home is not permitted.

Article 2 Joint provisions

1. Performance of work from home during an employee's probationary period is possible only if there are special reasons for this, the employee is able to organize and manage the work despite the probationary period, and the supervisor has the means for the methodical management of the new employee.
2. Performance of work from home is not permitted during a period of work disability for the employee.
3. When working from home, the employee fulfils their work assignments using remote means of communication (telephone, e-mail, etc.).
4. When working from home, the employee must be available for the entire standard working hours (by telephone, work e-mail). Any breach of this obligation is a reason for the employer to withdraw from the H/O agreement.

5. The employee is required to keep a record of the hours worked, even for the performance of work from home, and to send this record to their supervisor by the standard deadline in accordance with the relevant internal regulations. Not sending the record of hours worked or sending the record at a later time is a reason for the employer to withdraw from the H/O agreement.
6. Work from home may be agreed for one or more working days during the week.
7. The employee is not entitled to any special payment for performing work at home as well as:
 - a. A salary, extra payment, or compensatory leave for overtime work, or work on Saturdays, Sundays, and holidays,
 - b. Wage compensation for other important personal obstacles at work, if not otherwise stipulated in an implementing regulation of the Labour Code (Government Decree no. 590/2006 Sb., as amended); An employee is entitled to wage compensation only in the case of a member of the family passing away, one's own wedding, or moving.
8. An employee is required as a part of performing work from home to participate in all planned and unplanned appointments and other job-related meetings according to the instructions of the supervisor. The supervisor may decide to hold appointments or other job-related meetings using remote means of communication.
9. As for employees who perform work in relation to implementing a project or grant, the personal expenses in relation to performing the work from home may be inspected by the supervisory body, the same as any other personal expenses. It is, therefore, necessary to indicate in the work reports for the specific activities that were carried out in the course of work from home the form of the activities (meetings, workshops, etc.) that were carried out (e.g. video call, teleconference, telephone call, etc.). In the case of an audit, it will always be necessary to provide evidence of working hours and the existence of an H/O agreement.

Article 3 Work safety

1. During work from home, an employee is required to uphold all regulations relating to the protection of health and safety at the workplace.
2. The H/O agreement must contain provisions in which the parties confirm that the employee was duly trained in the regulations on work safety and acquainted with the instructions and recommendations for arranging a work environment outside the workplace of the employer and with measures of the employer that relate to health and safety at the workplace.
3. The employer is entitled to inspect the fulfilment of the conditions for safety in a work environment different than the workplace established by the employer, and the employee is required to undergo such inspection carried out by authorized employees of the employer.
4. The employer is required to notify the employee in advance of the intended inspection. If the employee prevents the inspection from being carried out by not allowing the employees of the employer access to the workplace which is different than the workplace established by the employer, this is a reason for the employer's withdrawal from the H/O agreement.
5. When carrying out the inspection, the inspecting employee authorized by the employer is required to proceed so that the employee's legally protected rights or their personal interests are not threatened or damaged and to always act in such a way that no damage is caused to the employee.
6. In the event of an accident at work, the employee is required to allow an inspection to be carried out immediately after the occurrence of the accident at work in order to investigate the circumstances surrounding the accident.

Article 4 Protection of information and personal data

1. When working from home, the employee is required to ensure the protection of data and information relating to fulfilment of work assignments against the unauthorized use of third parties and disclosure. For fulfilling this obligation, the employer is required to provide the employee with any needed cooperation.
2. An employee who will process personal data during the performance of work and work assignments is required to ensure their protection against third-party access and disclosure, with the exception of cases where the employee has received the prior written consent of the data subjects to act in such a manner. While processing personal data, the employee is required to comply with the respective generally binding legal regulations, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 24 June 2016 on the protection of natural persons with regard to the processing of personal, and Act no. 110/2019 Sb., on the processing of personal data, as amended, as well as all of the internal regulations of the employer.
3. Breach of the obligations of the employee in relation to the protection of information and personal data is a reason for the employer to withdrawal from the H/O agreement.

Article 5 H/O agreement

1. It is recommended that an H/O agreement be concluded for a fixed period of time with the option of automatic renewal. In justified cases, an H/O agreement may be concluded for an indefinite period of time.
2. The H/O agreement must always contain provisions establishing the right of both parties to the agreement to give notice with a one-month notice period, which commences on the first day of the month following delivery of the notice to the other party.
3. The H/O agreement must contain provisions on the right of the employer to withdraw from the agreement due to a serious breach of the employee's work obligations or the reasons set out in this measure, in the implementing regulations, or in the H/O agreement.
4. The effectiveness of the H/O agreement always terminates on the day the employee stops working for the employer.

Article 6 Final provisions

1. This Rector's measure comes into effect on 1 May 2020.
2. The dean of a faculty of Charles University and the director of a unit of Charles University authorized to act in employment matter may issue an implementing regulation that sets out the details for performing work from home at a specific faculty or unit of Charles University.

In Prague, on April 6, 2020

prof. MUDr. Tomáš Zima, DrSc., MBA

Annex: [Template agreement on the performance of work from home \(home office\)](#)