

**Ruling of the Director
of the Central European Institute of Technology of Masaryk University
No. 11/2016**

Rules of Home-Office Work

(effective from 1 December 2016)

Pursuant to Art. 4.6 of the Organisational Order of the Central European Institute of Technology of Masaryk University, I hereby issue the following ruling:

Article 1

Subject Matter and Purpose of the Ruling

- (1) This ruling of the Director of CEITEC MU (hereinafter the "Ruling") covers the employees of the Central European Institute of Technology of MU (hereinafter the "CEITEC MU"), who perform work under the employment relationship, i.e. based on an employment contract (hereinafter the "Employees").
- (2) The Ruling stipulates the rules for inclusion of the employees into the scheme of work at workplace different from Masaryk University (hereinafter the "Home-Office Work") and the rules of work within that scheme.
- (3) According to MU Directive No. 11/2013 "Working Time Organization at Masaryk University" (Art. 6), this Ruling does not cover the academics.

Article 2

General Prerequisites for Enabling Home-Office Work

- (1) In accordance with Section 317 of Act No 262/2006 Coll., the Labour Code, as amended (hereinafter the "Labour Code"), and based on the Directive of Masaryk University on the working time organization, the employee and the employer can agree on performing the work in the home-office scheme, which is performed in self-scheduled working hours. The employee has no legal entitlement to the home-office work scheme.
- (2) The Home-Office Work can only be agreed if this scheme corresponds to the possibilities of concerned workplace, circumstances of work performance and employee's work tasks.
- (3) Home-Office Work can be concluded, in particular, in the following situations:
 - a) In the period of maternity/parental leave of the employees;
 - b) During the temporary ailment of the employee (health/personal);
 - c) During the permanent health ailment (disabled employees, etc.);

- d) As a premium benefit – support and motivation of key employees.
- (4) Home-Office Work will not be allowed, in particular, when the employee's personal presence at the workplace is required, especially when fulfilling direct teaching tasks, consultation activities, planned work consultations and meetings and other activities.
- (5) Home-Office Work with a probationer shall only be concluded in exceptional cases.

Article 3

The Rules for Employees' Inclusion into the Home-Office Work Scheme

- (1) The prerequisite for Home-Office Work shall be the conclusion of a written Agreement on Home-Office Work between the employee and the employer, the model of which is attached hereto as Annex No 1 (hereinafter the "Agreement").
- (2) The proposal for conclusion of the Agreement is submitted by the employee's direct supervisor to the HR manager. The HR manager will prepare the Agreement and will ensure its signature by the Director of CEITEC MU. One copy will be delivered to the employee and one will be filed in the employee's personal folder.
- (3) The employee's direct supervisor is responsible for the use of home office scheme that can only be agreed on when the following conditions are met:
 - a) The scheme is convenient for the employer's interests and the employee has suitable conditions for work performance in this scheme,
 - b) It is possible within the operational conditions of the employer and the nature of employee's work,
 - c) No increased costs arise to the employer in relation to the Home-Office Work performance.
- (4) The direct supervisor of the employee, with whom the Home Office Work was negotiated, is obliged to:
 - a) assign corresponding tasks for Home-Office Work to the employee, manage and monitor the work,
 - b) perform the inspection and approval of data for work time evidence.

Article 4

Content of the Agreement on Home-Office Work

- (1) The Agreement determines specific conditions which entitle the employee to perform Home-Office Work.
- (2) If long-term Home-Office Work is the subject of the Agreement, the period, in which the Home-Office Work shall be performed, is specified in the Agreement.
- (3) If the Agreement is concluded as a short-term agreement (i.e. one-off and occasional work performance in this regime), the specific period of Home-Office Work shall be negotiated individually between the employee and his/her direct supervisor as follows:

- a) The employee suggests in writing a specific date and length of Home-Office Work and submits it to his/her direct supervisor without undue delay after the employee finds out about the need of Home-Office Work, but no later than before the commencement of Home-Office Work.
 - b) The direct supervisor shall after consideration of ensuring proper work organization confirm the request in writing and specify the period for which Home-Office Work is accepted, or decline the request in writing.
 - c) The written form includes also electronic communication via e-mail, SMS etc.
- (4) Upon the execution of the Agreement, the employee is acquainted with occupational health and safety rules and fire precautions specified in the document "Occupational Health and Safety and Fire Precautions of Employees under Home-Office Work Scheme" which is an integral part of the Agreement.
- (5) The employee, who performs Home-Office Work in accordance with the Agreement, has no right to:
- a) salary compensation in the event of other important personal obstacles at work, unless otherwise provided in the implementing rules or unless the salary compensation is granted pursuant to Section 192 of the Labour Code;
 - b) salary or compensatory leave for overtime work or to any compensatory leave or salary compensation or additional pay for work performed on public holidays;
 - c) travel allowance (Home-Office Work performance is not a business trip in the sense of the relevant provisions of Labour Code).
- (6) The work time of the employees performing Home-Office Work is scheduled by the employer for the purpose of salary compensation in the event of temporary ailment or quarantine into regular work days (Monday - Friday). Every day includes a shift in the length corresponding to one fifth of the weekly work hours of the employee.
- (7) The employee performing Home-Office Work is not subject to the rules of Labour Code concerning the working hours, downtime or work interruption caused by the adverse weather conditions.
- (8) The employer is not responsible for the employee's loss suffered during the performance of the Home-Office Work unless there is a direct link to the performed work, nor is the employer responsible for the damage of equipment and items of the employee which were used without employer's permission for the work during the performance of Home-Office Work, except for the entrusted equipment.
- (9) The subsistence in accordance with the currently effective Collective Agreement will be provided to the employee for the days worked in the Home-Office Work scheme.
- (10) The employer and the employee shall be entitled to withdraw from the concluded Agreement without stating a reason. The withdrawal must be executed in writing, whereby the written form shall include electronic communication via e-mail. The withdrawal shall be effective as of the date of the withdrawal notice delivery to the other Party; in the case of the employer's withdrawal sent via e-mail, it shall be effective as of the date of its delivery to the mailbox of the employee created within is.muni.cz (UČO@mail.muni.cz).

Article 5

Final Provisions

- (1) The head of the HR department shall be responsible for the interpretation of this Ruling.
- (2) The head of the HR department is appointed to supervise the observance of this Ruling.
- (3) This Ruling shall become valid on the day of its signing.
- (4) This Ruling shall become effective as of 1 December 2016.

Annex: No. 1 – Agreement on Home-Office Work

In Brno on 24 November 2016

Jiří Nantl
Director of the Institute