



HOME OFFICE WORK AGREEMENT

(hereinafter referred to as the "Agreement")

Reference No. «ČJ_Úřadovna»

Identification: «UCO» «Pracov», «TPracov»

Masaryk University based in Brno, Žerotínovo nám. 9, Post Code: 601 77, Brno

(hereinafter referred to as the "MU" or the "Employer")

Represented by Jiří Nantl, LL.M., Director of the Central European Institute of Technology
and

Mrs **«TitPred» «Jmeno» «Prijm» «TitZa»** (hereinafter referred to as Employee)

Date and place of birth **«DNar», «MNar»**

Residing at **«Ulice», «PSC» «Posta»**

Pursuant to Section 317 of the Act No. 262/2006 Sb. Labour Code, as amended (hereinafter referred to as the "Labour Code") have decided to conclude this Agreement:

I.

Purpose of the Agreement

1. The purpose of the Agreement is to enable the Employee, whose employment arose on the basis of the Employment Contract No. «CSml» concluded on the day of «DSml», to perform home office work and to adjust conditions of the work performance in such regime.

II.

Subject matter of the Agreement

1. The Employer and the Employee came to the agreement that the Employee, with the effect of and under the conditions stated hereinafter, is allowed to perform the work based on the Employment Contract from his/her home in the time that suits him/her best¹
 - Long-term period – the period from to
 - Short-term period (at random) – in the amount ofhours per week.
2. Place of work performance:
Street and house No.:
Post Code, Town:
3. By signing this Agreement the Employee declares that for the home office work he/she is equipped with the following work equipment²:
 - PC and Internet connection of his/her own
 - PC in the possession of the Company and Internet connection of his/her own
 - Remote connection to the MU Information systems
4. Communication regarding the work shall be carried out in the following way²:
 - Company mobile phone, phone number:
 - Mobile phone of his/her own, phone number:
 - E-mails

¹ Select the appropriate alternative.

² Mark the appropriate option with a cross.

III.
Short-term home office work³

1. As for the short-term (at random) home office work, the Employee suggests a specific term and time for home office work and informs his/her direct superior immediately after he/she learns about necessity of such home office work; however, it must be always before the home office work is commenced.
2. After ensuring proper work organisation of the given centre, research group, other workplaces or department, the direct superior provides his/her approval in writing (stating the agreed time of the home office work), or rejects the Employees suggestion.
3. Electronic communication via E-mail, text message, etc. is also regarded as a written form.

IV.
Conditions of home office work

1. By signing this Agreement, the Employee declares that he/she has been acquainted with the relevant MU guideline pertaining to the organisation of the hours of work and with the Measure of the Director of CEITEC MU pertaining to the rules of home office work.
2. The Employee undertakes in the course of home office work to follow the applicable provisions of the Labour Code regulating work breaks and rest time. At the same time, the Employee undertakes not to assign his/her work for Saturdays, Sundays and the time between 10:00 p.m. and 06:00 a.m.
3. The Employer and the Employee agree that the length of the settlement period during which the Employee working from home must fulfil the determined weekly hours of work shall be⁴:
 - a calendar week in the case of short-term home office work;
 - a calendar month in the case of long-term home office work;
4. The Employee hereby acknowledges that during home office work:
 - a) the Employee shall not be subject to the regulation governing the distribution of the hours of work, idle time or work interruptions due to unfavourable weather conditions;
 - b) the Employee shall not be entitled to any salary compensation in the event of any other material personal obstacles at work, unless otherwise stipulated by an implementation regulation, or unless provided for pursuant to Section 192 of the Labour Code;
 - c) for the purposes of salary compensation in the event of a short-term incapacity of work or quarantine, the Employee's hours of work shall be distributed by the Employer among the usual workdays (i.e. Monday through Friday) so that a time corresponding to one fifth of the Employee's agreed weekly hours of work shall be allocated to each day;
 - d) the Employee shall not be entitled to any compensatory leave for overtime work or to any compensatory leave or salary compensation or additional remuneration for work on public holidays.
5. The Employee undertakes to submit underlying materials for keeping records of the time spent on home office work.
6. The Employee and the Employer agree that during home office work the tasks shall be assigned and their fulfilment reviewed by means of electronic mail and that the means specified in Art. II.4 hereof shall serve as a tool for communication and co-operation with the Employer and the other Employees.
7. The Employee further acknowledges that:
 - a) he/she shall not be entitled to any travel reimbursements in connection with the home office work;
 - b) the Employer shall not be liable to the Employee for any damage suffered during the time of the agreed home office work, unless such damage is directly related to the performed work, or for any damage on the Employee's devices and assets used by the Employee for home office work without the employer's consent above the scope of the entrusted work tools.
8. The Employee undertakes to ensure prevention of access of unauthorised persons to the used work tools, as well as protection of the processed data.
9. In connection with the home office work, the Employee undertakes to take such measures and maintain such procedures, as may be necessary to protect intellectual property, confidential or proprietary information.

³ *In case of long-term home office work this article shall be deleted.*

⁴ *Select the appropriate alternative.*

V.

Conditions of occupational safety and health protection

1. By signing this Agreement, the Employee represents that he/she has been acquainted with the Rules of ensuring occupational safety and health protection of employees and fire prevention while carrying out home office work that constitute an integral and binding part of this Agreement. The Employee further undertakes in the event of any accident at work (occupational injury) occurring during or in direct connection with home office work to enable the Employer and Employee representatives to carry out inspection of the agreed place of work in order to investigate the circumstances of the given accident.
2. During the home office work the Employee undertakes to adhere to the following basic rules of the safe work:
 - a) Prior each work the Employee shall check the correct functioning of the PC and in case of any failure he/she shall not do any repairs. If any failure occurs, the PC must be immediately disconnected from the electricity.
 - b) In home environment, the Employee must follow the basic rules for work with electrical appliances, and he/she must avoid any unauthorised interventions into appliances which are under life wire.
 - c) Follow the rules of occupational safety and health protection in home environment (handling with naked flames, walking on wet floors, staircase, etc.).
 - d) Any injury cause in connection with home office work must be immediately reported to the Employer.

IV.

Final provisions

1. The Employer and the Employee shall each be entitled to withdraw from this Agreement, with or without stating a reason. The withdrawal from this Agreement must be executed in writing; for this purpose, written form shall be deemed observed also in the case of electronic communication sent via electronic mail (e-mail). The withdrawal shall take effect as of the date of its delivery to the other party; in the case of the Employer's withdrawal sent via e-mail, the parties expressly agree that the withdrawal shall take effect upon its delivery to the Employee's e-mail mailbox opened within is.muni.cz (UČO@muni.cz).
2. This Agreement is concluded for the fixed term until
3. This Agreement as well as the rights and obligations herein are governed by the Labour Code.
4. This Agreement is executed in two identical counterparts, one for the Employer and one for the Employee.

Statement of the direct superior of the Employee:

Hereby I grant my approval for home office work in the stated extent and under the stipulated conditions.

Name:

Signature:

In Brno, on the day of

.....

The Employee

.....

The Employer

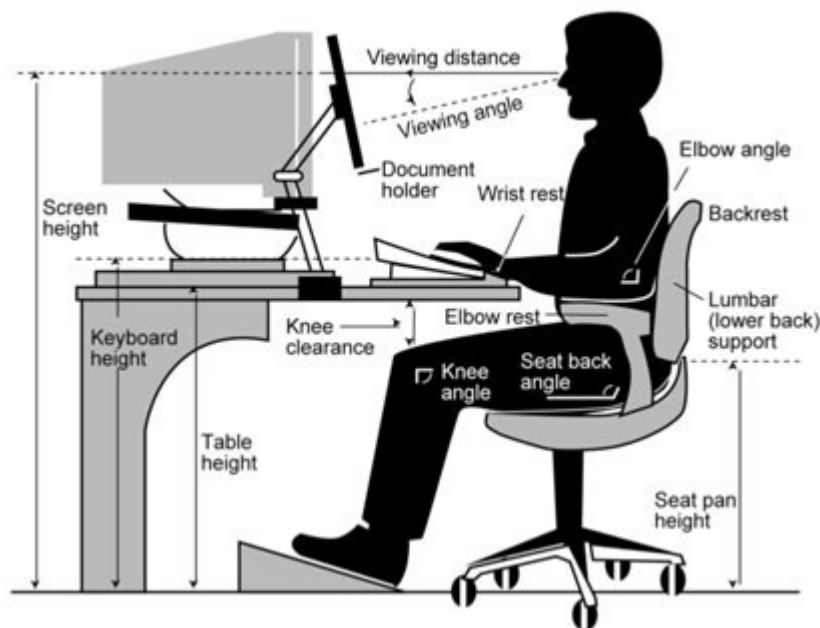
Occupational Safety & Health Protection and Fire Prevention for the Employees during home office work

What are my duties and obligations regarding OHS during the work from home?

General duties of the Employer regarding OHS of Employees during their home office work are stipulated in Act No. 262/2006 Sb., Labour Code, as amended. The Employer is obliged to ensure security and health protection of the Employees regardless of the fact whether they work at the company premises or not. The leading employees are as well obliged to look after OHS of their Employees working from home.

What is correct arrangement of my workstation?

- Arrange necessary space, the floor area of the work place should be at least 2 m²
 - Ensure sufficient supply of fresh air, optimum temperature of the air is 22 °C.
 - Use preferably day light, windows should be fitted with screens enabling regulation of the direct sunlight.
 - Workstation must be easily accessible; it must allow for change of work position and movements.
- Correct arrangement is described in the picture below:



Picture No.1

Monitor: possibility of vertical leaning and horizontal switching of the screen

Viewing distance: 50 – 70 cm

Viewing angle: 0 - 60°

Table height: 60 – 72 cm with respect to the height of the body (for adjustable tables 62 – 82 cm)

Backrest height: 38 – 54 cm with respect to the height of the body

Seat height: 40 – 52 cm with respect to the height of the body

Screen height: 103 – 133 with respect to the height of the body

Equipment:

Chair: adjustable seat and backrest

Work desk: matte (reflection free)

Keyboard: separated from the screen (during permanent work)

Arrangement:

Monitor: at a right angle to window; no sitting backwards to the window; prevention of dazzling and reflections; distance from the eyes at least 50 cm (2 – 3 times longer than the diagonal); top row in the same level as your eyes

Position of the body:

Height of the seat: feet are fully placed on the floor or the footrest; tights are in horizontal position,

Position of legs: legs are bent in knees in obtuse angle

Height of the desk (seat): arm in bent in a right angle

Among the most frequent reasons for work injuries in administrative section are falls and slips on the floor. Please check the floors and remove all obstacles (cables, cords, boxes, etc.) and any possible causes for slipping (wet floor, papers, etc.). Please make sure that emergency exits are free. If you are not authorised so, do not try to fix any electrical appliances.

In case of any doubts regarding suitable microclimatic conditions do not hesitate to ask your boss or OHS Officer who shall ensure the appropriate measurement on the spot.

How to organise work to avoid any harm to my health?

With the aim to protect the Employee's health the continuous work with monitor must include breaks lasting 5 - 10 minutes every 2 hours. During this time you are advised to do other activities which do not require using the monitor. Please be careful and responsible also in the area of overall work load.

What are your duties regarding occupational injuries?

Insurance for Employer's Liability for damage caused by occupational injury is not valid for other persons staying in the place of home office work performance. Occupational injury shall be evaluated according to provisions of Act No. 262/2006 Sb., Labour Code.

In case of injury during the work from home the Employee agrees to be cooperative during the injury investigation, he/she agrees to enable investigation of causes of the injury in the place which was agreed to be the place of the work performance, i.e. he/she shall allow the Employer's representative to enter the place agreed to be the place of work performance.

How shall I report occupational injuries or defects on equipment?

All injuries which happen during home office work or failures on the equipment belonging to the Employer which might put your health in danger must be reported to your direct superior or OHS Officer without any delay.

How to ensure fire prevention?

Home office work requires also high vigilance with respect to the fire prevention. Make sure that escape ways are free. For your work use only electrical appliances free from defects. Before you start working check the condition of all electrical appliances. During your work do not use naked flames.

What to do in case of fire?

- Never overestimate your own power!
- If you fail to extinguish the fire, call the emergency line 150 (112)
- Leave the premises immediately, do not forget to warn other persons who might be put in danger caused by the fire.