

This English text is not an authentic and, hence, not a legally binding version of the IT collective agreement but rather a working aid. Solely the German version published by the Austrian Professional Association for Consulting and IT is legally binding and authentic. With regard to individual contractual relations both the IT collective agreement and the applicable labour legislation must be taken into consideration.

**Annex IV**  
**to the collective agreement for employees of service providers in**  
**the field of automatic data processing and information technology**

**Supplementary agreement on a remote workplace**

**1.**  
**The company**

.....  
.  
(employer)

**and Mr/Ms**

.....  
.  
(employee)

agree to remote work at a workplace outside of the company premises according to Art. 9 of the collective agreement for employees of service providers in the field of automatic data processing and information technology.

Location of the remote workplace:

.....  
.  
.....  
.

**2. Normal working hours**

- a) The boundaries of the normal working hours are based on the normal working hours of the company.
  
- b) In deviation from the normal working hours of the company, the following boundaries are agreed for the normal working hours:

*Note: A different distribution of the normal working hours is also possible in compliance with the provisions of the Austrian Working Hours Act. The work council's consultation rights remain unaffected.*

- c) Deviating agreement on the rendering of the normal working hours according to Art. 4 of the collective agreement:

*Note: Self-governed normal working hours can be agreed when the daily boundaries of the normal working hours, the duration, and the maximum transferability as well as the duration and boundaries of the fictitious normal working hours are agreed and the other legal working hours regulations are met.*

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d) The normal working hours will be divided as follows between work at the company premises and at the remote workplace.

Excess hours:

Overtime and excess hours at the remote workplace will only be credited when they have been expressly ordered.

Working hours records:

The employee shall maintain records of all hours worked, provided that the working hours are determined by the employee. Private interruptions of the working hours must be documented. The employee must adapt the time records to the practices of the company.

**3. The following tasks will be performed at the remote workplace:**

*As detailed a description as possible of the tasks to be performed by the employee.*

**4. Equipment:**

The following equipment that is needed to perform the agreed tasks and that meets the current ergonomic, safety, and security standards will be provided by the employer for the duration of the remote workplace:

This equipment will be installed and maintained by the employer.

The employee may only use this equipment for the agreed remote work, and must prevent its use by third parties.

The employee must return the provided equipment immediately upon the termination of the remote workplace or upon request by the employer, or permit the employer to collect the equipment.

**5. Reimbursement for expenses:**

a) The employee shall be reimbursed for the following expenses necessary for the remote workplace:

b) The expenses will be reimbursed as a lump sum as follows:

**6. Liability:**

The employee is obligated to keep the provided equipment in a manner that precludes damage by third parties to the greatest extent possible.

The same data protection regulations that apply to the company must be followed to protect data and information against unauthorised use and access. Confidential information and passwords must be protected against access by third parties.

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The employee shall be liable for damages caused to the employer by his operation of the remote workplace in accordance with the provisions of the Austrian Employee Liability Act. This also applies to persons living in the household with the employee.

**7. Contact with the company:**

The employer is required to provide the employee at the remote workplace with information about the current training opportunities. The employer is also required to allow the employee to participate in any existing, common company information system.

**8. Options for terminating the remote workplace**

(Only applies in cases when a remote workplace is agreed during active employment with the company and the employee provides the space for the remote workplace):

The remote workplace can be terminated by either party with a notice period of three months without terminating the employment relationship. The notice period shall be shortened accordingly for important reasons such as the loss of the apartment before this point in time.

**9. Other agreements:**

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