

Agreement on Flexible Working Hours for Non-Academic and Non-Artistic Staff in the University's Faculties, Research Centres and Central Services and Facilities (*Dienstvereinbarung über die gleitende Arbeitszeit der weiteren Beschäftigten in den Fakultäten sowie den zentralen Forschungs- und Serviceeinrichtungen*)

Between the Chancellor of the University of Duisburg-Essen as the head of the employing body and the Staff Council of Non-Academic and Non-Artistic Staff at the University of Duisburg-Essen

the following Agreement is concluded in accordance with Section 70 of the North-Rhine Westphalian Staff Representation Act (*Landespersonalvertretungsgesetz NRW*):

Guiding principles

The aim of this Agreement is to create more flexible working hours that take account of the particular requirements of the faculties, research centres, and central services and facilities, as well as the wishes of staff members. The autonomy granted to staff members as a result of this Agreement in terms of choosing their working hours requires a particular degree of responsibility and must not lead to an impairment of operations. Mutual consideration, accountability and the exercising of managerial responsibility make it possible to dispense with rigid rules.

1.

Subject matter and scope

1. The subject matter of this Agreement is the implementation of flexible working hours and electronic time recording in the faculties, research centres, and central services and facilities at the University of Duisburg-Essen.
2. The University Library (UB) and Centre for Information and Media Services (ZIM) are excluded from this; the existing agreements in this respect are not affected.
3. In addition, apprentices and their instructors in the Faculty of Chemistry do not participate in the flexible working hours system.

2.

Flexible working hours

1. The **framework time** is the time period within which staff can freely choose the start and end of their daily working hours. The longest possible flexible framework time is between 6 am and 8 pm.
2. The working hours to be rendered are based on Section 2 (1) of the North Rhine-Westphalian Ordinance on Working Time (*Arbeitszeitverordnung NRW*) or the corresponding regulations arising from collective bargaining agreements and employment contracts. The regular weekly working time is to be divided equally between the days Monday to Friday (for example, a weekly working time of 39 hours and 50 minutes would be 7 hours and 58 minutes per day).

The regular weekly working time for part-time staff is determined in an individual agreement (Section 7).

Daily working hours serve as the basis for determining the weekly working time.

3. The **service time** is the period within which each organisational unit is to ensure sufficient staff coverage, in particular in terms of availability and responsiveness. The service time is ordinarily to be defined by the organisational units themselves, based on the requirements of the unit's operations; as a rule, the service time is within normal working hours. The organisational units' service time is to constitute a minimum of five hours per day; on Fridays, a service time of a minimum of two hours is permissible.

4. In the case of a working time of at least six hours, a 30-minute break is deducted. This break may be exceeded by a maximum of one-and-a-half hours, which is to be registered on the individual time account, i.e. by booking this time on the recording system. In the case of a working time over nine hours, a break of at least 45 minutes is to be taken. This break can be divided into several periods.

The respective **break time** is automatically deducted from the working time. In the case of a daily working time of six hours or below, there is no automatic break time deduction. If it is foreseeable in advance that a staff member would like to take a break of up to 30 minutes or more when their working hours extend over lunchtime but the automatic break time deduction is or will be less than this (for example, due to a working time of less than six hours), the break time must be booked on the time recording system.

5. Excluding breaks, the daily working time may not exceed ten hours on average. As a general rule, exceptions must be necessary for work-related reasons and be ordered or approved in advance in accordance with the provisions on exceptions in the regulations on working time. Working hours exceeding the contractually agreed time/working hours exceeding statutory limits/additional working hours ordered by the Personnel Division are to be recorded in a second account (special account) after they have been worked.

3.

Exceeding or falling short of the regular working time, time off in lieu

1. It is permitted to fall short of the regular weekly working time (accruing time debts) up to a maximum of ten hours. It is permitted to exceed the regular weekly working time (accruing time credits) up to a maximum of 40 hours as of 1 May of each year. Time credits exceeding this expire.

As a rule, staff can take time off in lieu to balance their time credits at their own discretion, taking into account the work-related requirements within their organisational unit. In the interest of maintaining orderly operations, it is necessary to coordinate this with the line manager or their deputy in good time.

Time debts cannot be offset against annual leave entitlement.

2. Time credits in the staff member's special account can be accumulated in addition to the time credits in their flexible working account. The special account is to be balanced by the date specified in item 1.
3. Within a calendar year, no more than 12 days of time off in lieu can be taken on the basis of time credits. Time credits in the special account can also be offset against full days of time off in lieu, taking into account item 1.
4. If binding work rotas are drawn up for work-related reasons (see Section 5, item 3), the staff members named in these rotas are excluded from utilising the flexible working hours system for the time of the day in which they are on the rota. Accordingly, if work is carried out outside of the regular working hours on the basis of an order from a manager, the transferable time credits on the special account can be increased by the period of time worked pursuant to the work rota.
5. If a staff member's employment at the University of Duisburg-Essen ends due to dismissal, termination, transfer or secondment, time debts or time credits are to be balanced in good time before the end of the employment relationship.

4.

Absence from work

1. Full days of absence due to annual leave, special leave entitlement, illness, convalescence treatment or releases from work are deemed as a presence in the number of hours that the staff member would have had to work on this day pursuant to their regular working time (Section 2, item 2).
2. In the case of work-related trips, local trips to conduct work-related errands and activities, one-day further training courses and arrival and departure days for further training courses lasting several days, the actual duration of the time required to complete this work-related activity within the framework working time applicable on the day in question is taken account of. In the case of work-related trips, local trips to conduct work-related errands and activities provided that they start or end at the staff member's place of work, one-day further training courses and arrival and departure days for training courses lasting several days, the actual duration of travel times within the framework working time applicable on the day in question is also

taken account of. If the time needed to complete the work-related activity exceeds the applicable framework working time, it is to be taken account of as working time for its actual duration; if travel time exceeds the applicable framework working time, half of this time is to be taken account of as working time.

3. Otherwise, in the case of further training courses lasting several days, the regular working time for each day of further training is taken account of; for part-time employees, the portion of the regular weekly working time of a corresponding full-time position that is attributable to this day is taken account of. If, in exceptional cases, the total duration of the further training minus the break times on these days exceeds the total of the regular working hours intended for these days, account is also to be taken of the excess time.
4. Section 12 of the North Rhine-Westphalian Ordinance on Working Time applies to time periods covered by a release from work due to personal reasons or a doctor's appointment, including travelling times.

5.

Exceptions from flexible working hours for work-related reasons

1. The respective line manager may, for work-related reasons, order that individual staff members or groups of staff are temporarily excluded from utilising the flexible working hours system. During this period, the working hours set by the University for staff who do not participate in the flexible working hours system apply to the staff concerned.
2. In addition, strict adherence to service times can be ordered for a specific period of time. If this possibility is utilised, the service time is deemed to be core working time within the meaning of Section 12 of the North Rhine-Westphalian Ordinance on Working Time.
3. In order to maintain operations, the line manager may also draw up binding work rotas for the respective unit in which individual members of staff or groups of staff are excluded from utilising the flexible working hour system on a temporary basis with alternating, regular recurrence.
4. The Staff Council's co-determination rights in accordance with Section 72 (4) No. 1 of the North-Rhine Westphalian Staff Representation Act remain unaffected. The Staff Council must be informed in writing without undue delay of any unforeseen measures that cannot be postponed in accordance with item 1.

6.

Determining working hours

1. Time recording devices are used to determine working hours; these are to be utilised when the staff member enters and leaves a University building. If a break is taken on University premises, this is not deemed to be leaving the University building; item 2 and Section 2, item 4 remain unaffected. The same applies for trips to another University building at the place of work to conduct work-related errands and activities.
2. If the staff member has received approval to work remotely in accordance with the Agreement on Remote Working at the University of Duisburg-Essen (*Dienstvereinbarung zur Telearbeit an der Universität Duisburg-Essen*), it is possible to record working hours online from the home workstation. At the University, the time recording devices are to be used. On days on which work is carried out both at the University and remotely and a break is taken on University premises, the break times must be booked in contrast to the first half of the second sentence in item 1.
3. If it is not economical to set up a time recording device (for example, the workplace is located in a building where only a few staff members work who participate in the flexible working hours system), booking working hours online is to be enabled.
4. Necessary corrections and additions to the data collected by the time recording devices are to be made by means of printed forms to be completed by the staff members themselves and signed off by the respective line manager. Corrections are only possible for the ongoing month and the two months prior.
5. Personal data may only be used
 - a) to determine and check the compliance of the working time (for example, periods of incapacity to work, releases from work, overtime and annual leave, checking the permissible time debts/credits),
 - b) to conduct an overview of staff capacity,
 - c) to collect and electronically transmit the related data forming the basis of payment for the determination

and approval of remuneration entitlements, and

- d) in an anonymised form for statistics, in particular to evaluate the working time concept.

Organisational and technical measures are to be used to safeguard personal data against unauthorised processing and use, as well as against unauthorised access. As a rule, the personal data related to a settlement period in accordance with Section 3, item 1 is to be deleted after six months at the latest. Storage for a longer period is only permitted for such data that is required to fulfil legally assigned duties. In these cases, data is to be deleted six months after the expiry of the legally stipulated period for fulfilling these duties. The relevant statutory retention periods apply to data that is relevant to remuneration and transmitted electronically.

- 6. The administrators of the flexible working hours service group are responsible for items 5a) to d) alongside the administrators in the Personnel Division for item 5c) as far as this is necessary for the performance of their duties. In the context of exercising their managerial responsibility, the relevant line managers are entitled to conduct analyses pursuant to item 5b).
- 7. Line managers may also request a printed overview of their staff members' time balances at the end of the previous month from the flexible working hours service group.
- 8. The time recording devices are set up in such a way that every member of staff can check the status of their personal time account at any time. Equally, all staff members have the ability to view the data concerning their working time on their workplace computer.

7.

Special regulations for individual groups of staff

- 1. In the case of part-time employment, the regulations on flexible working hours are tied to the contractually agreed regulations on part-time work. The weekly working time is established on an individual basis. As a rule, it is divided equally over the agreed working days.
- 2. In the case of part-time staff members, the service time is to constitute a minimum of three hours from Monday to Thursday. Shorter service times are possible if agreed between the staff member, affected colleagues and line managers.
- 3. The following regulations apply with regard to balanceable time credits/time debts (Section 3, item 1) (decimal places are not taken into account):

Weekly working time (FTE) of	Time credits	Time debts
86–100%	40 hours	10 hours
76–85%	34 hours	9 hours
67–75%	30 hours	8 hours
51–66%	27 hours	7 hours
41–50%	20 hours	5 hours
21–40%	14 hours	4 hours
0–20%	10 hours	3 hours

- 4. If the weekly working time is divided over fewer than five days, the permitted number of days of time off in lieu is reduced accordingly. Any resulting fractional working days are rounded up.
- 5. The daily working time of expectant and nursing mothers may not exceed eight hours if they are under 18 years of age, or eight-and-a-half hours otherwise. Time spent nursing is counted towards the regular working time in accordance with Section 7 of the Maternity Protection Act (*Mutterschutzgesetz*; MuSchG).
- 6. The daily working time of young members of staff under 18 years of age may not exceed eight-and-a-half hours. Section 2, item 4 applies for members of staff under 18 years of age accordingly, with the stipulation that the break constitutes one hour. In areas in which apprenticeships are provided, instructors are to agree with their apprentices in advance with regard to their attendance and to coordinate their own and their apprentices' flexible working hours with each other.

8.**Responsibility for determining working hours**

The respective flexible working hours service group is responsible for time recording, time correction, checking compliance with the regulations and checking compliance with personal working times (for example, if time debts are exceeded).

9.**Rights of the Staff Council**

The Staff Council is entitled to obtain information at any time about the procedure and, in justified cases, about the results of the evaluation of time recording.

10.**Final provisions**

1. A committee is to be set up to clarify and decide on areas where there is doubt and to evaluate experiences arising from the application of this Agreement. This committee is to be composed of one member of the Staff Council and one representative of each faculty/service concerned and one representative of the central administration.

The Staff Council's rights of participation in accordance with the North-Rhine Westphalian Staff Representation Act are not affected by this provision.

2. This Agreement enters into force at latest four weeks after approval, but at the earliest on 1 January 2015. It applies for a period of one year and is extended by 12 months in each case if one of the contracting parties does not terminate it in writing at latest two months prior. Any subsequent effect is excluded.
3. If individual provisions of this Agreement are invalid due to legal provisions or provisions under a collective bargaining agreement, this will not affect the validity of the other provisions in this Agreement.

Duisburg/Essen, 11 November 2014

The Chancellor

Signed Dr. Ambrosy

For the Staff Council
of Non-Academic and Non-Artistic Staff

Signed Schulte