



Service agreement

for

Teleworking

between the Chancellor of the University of Paderborn

- hereinafter: University –

and the staff council of employees in technology and administration

- hereinafter: staff council -

Preamble

The University of Paderborn has set itself the goal of further improving the compatibility of work and family as a family-friendly university. Alternating teleworking is a way of making work organization more flexible in terms of location and time, and is to be used as a modern instrument for personnel management. By making working conditions more flexible, teleworking enables university employees to better reconcile work and family life. The "Teleworking" model is another component of the University of Paderborn for motivated, satisfied employees.

§ 1 Definition

At the University, teleworking is exclusively practiced in an alternating fashion. This means that employees work partly in "Home Office" and partly on the university campus.

§ 2 Job suitability

- 1) The workplace itself must be suitable for teleworking and include tasks suitable for teleworking. This includes the following duties:
 - which are largely done using information and communication technology
 - which can be carried out independently,
 - which only have a limited daily need for coordination,
 - which are not primarily associated with personnel management responsibility, and
 - whose temporary outsourcing does not impair the University's operation.
- 2) Teleworking can only be set up within the available budget.

§ 3 Prerequisites for participation

- 1) Participation in teleworking is voluntary.
- 2) Caring for a minor child or a close relative who lives or requires assistance at home.
- 3) The tasks must be suitable for teleworking.
- 4) A suitable home workplace is available.
- 5) Willingness to provide university staff or third parties access to the home workplace if the technical equipment malfunctions.

The university decides on the participation of an employee in teleworking with the participation of the equal opportunities officer, the staff council and, if applicable, the disability representative.

There is no legal right to participate in teleworking.

§ 4

Workplace requirements

- 1) The domestic workplace must be set up in the employee's residence. The room must be suitable for a permanent working location and enable proper task completion considering general workplace requirements. It should be an area separated from the rest of the living space.
- 2) The university has the right to assess the suitability of the home workplace and to have access to maintenance and service activities (possibly by third parties).

§ 5

Service and employment

- 1) The employment relationship of the employee or the employment relationship of the civil servant remains unaffected in its existing form.
- 2) The place of work is both the university campus and the home office.
- 3) Participation takes effect for employees by means of a written additional agreement to the existing employment contract or for civil servants by means of a mutually agreed written service order. The additional agreement or the service order refer to this service agreement.
- 4) The existing official regulations continue to apply unchanged during teleworking.
- 5) The employee or civil servant may not suffer any professional disadvantages.
- 6) In the context of personnel management responsibilities, the immediate supervisors conduct coordination talks with the teleworker every 6 months. They must ensure that they are aware of the teleworker's performance even though these work at separate locations. This applies in particular for performance reviews of civil servants. These talks must be documented.

§ 6

Working hours

- 1) Within the framework of the Working Hours Act, the occupational health and safety regulations on working hours in accordance with the TV-L and the working time regulations of the state of North Rhine-Westphalia apply to domestic working hours. The service agreement for flexible working hours is to be observed for compulsory and voluntary participants.

- 2) The distribution of the working hours to be performed is made more flexible in accordance with the following paragraphs 3 to 5.
- 3) The weekly working days are to be divided between the work at home and at the university. The home office is limited to a maximum of two days and may not exceed the 40 percent of total working hours. In agreement with the immediate supervisor, the teleworking days are specified in writing, and deviations from these can only be made after prior consultation. In exceptional cases, the teleworking days can be postponed within a two-week period. Any further postponement requires the prior approval of human resources.
- 4) While working from home, the employee is not bound by the rules of the flextime framework. The working hours can be divided freely, but at most the hours within the scope of the regular working hours can be accumulated. Specifically:

Regular Weekly Working Hours	Eligible daily working hours
41 Hours	8 Hours 12 Minutes
40 Hours	8 Hours
39 Hours 50 Minutes	7 Hours 58 Minutes
39 Hours	7 Hours 48 Minutes

If the weekly working time is changed according to collective bargaining law or civil service law, the above working hours increase or decrease.

- 5) Work is not permitted between 9:00 p.m. and 6:00 a.m. In order to be available for business inquiries, individual attendance times are agreed, which may not be less than five hours for full employees; the attendance time must be set up at least in the morning from 9:00 a.m. to 11:30 a.m. and in the afternoon from 1:30 p.m. to 4:00 p.m. Individual arrangements are made for part-time employees.

§ 7 Violations

At home, working hours are largely the responsibility of the participant while teleworking. In the event of culpable violations of the regulations of this service agreement, the participant can expect to be affected by the consequences of the employment law.

§ 8 Time recording for participants in flexible working hours

Fixed teleworking days are registered in the flextime recording system. In the event of deviations or changes to the teleworking days, a correction document must be submitted to the human resources department.

§ 9

Access to domestic workplace

University employees or third parties commissioned by the university will only have access to the home workplace with the consent of the employee. If maintenance work on technical equipment cannot be postponed, the employee can only refuse access in particularly justified cases.

§ 10

Work equipment

- 1) The necessary tools for the home office are provided free of charge by the university. If the employee uses his / her own items or obtains them, the university will not reimburse any costs. If necessary, the university will bear the cost of a DSL or ISDN connection.
- 2) The work equipment provided by the university must only be used by the participant and may not be used for private purposes.
- 3) The installation and / or maintenance of the university's own work equipment is carried out after consultation with the participant by university staff or a commissioned third party. The university will also bear these costs.

§ 11

Reimbursement of expenses

- 1) The university will bear the official costs for telephone, data transmission and internet access.
- 2) Costs for rent, electricity, heating, renovation etc., which are incurred for the home workplace, will not be reimbursed.
- 3) Travel expenses between the home office and the university will also not be reimbursed.

§ 12

Termination of participation

- 1) The assignment of a teleworking position is limited for a period of up to two years; the possibility of an extension is available. The employee must notify the university in writing of the request for an extension at least one month prior to the deadline.
- 2) The employee has the right to end participation at any time with a notice period of one month to the end of a calendar month. If the personal residence (e.g., lease) is terminated, the notice period may be shortened accordingly.

- 3) If there are important reasons or if the requirements in § 2 to 4 no longer apply, the university has the right to terminate the teleworking agreement; the staff council, the equal opportunities officer and, if applicable, the disability representative may be involved. The transition period is three months.
- 4) Upon completion of the teleworking agreement, the work equipment made available by the university for the home office must be immediately returned.

§ 13 Liability

- 1) In the event of damage or theft of university equipment, both the employee and the people living in the household are only liable if the damage was caused intentionally or through gross negligence. This limitation of liability does not apply to damage caused by visitors; the university reserves the right to potentially claim damages.
- 2) The university accepts third-party claims for damages if they are justified and are causally related to the home office. This does not apply if the employee caused the damage through gross negligence or wilful misconduct.

§ 14 Data protection and data backup

- 1) Data protection against third parties - including family members and other people living in the household - must be given special attention at home. The employee must protect confidential data and information in such a way that third parties have no insight or access. Files and data devices must be locked away.
- 2) The IT service agreement on data protection applies in full to the home workplace.

§ 15 Entry into force and period of validity

This service agreement is valid until 31.12.2015. It is automatically extended for another year if it is not terminated by one of the contracting parties with a period of three months prior to the end of a calendar year.

§ 16 Final provisions

After termination of the service agreement, the regulations continue to apply until they are replaced by another agreement.

Paderborn, the 29.04.2008
The Chancellor of University Paderborn

Signature
Jürgen Plato

Paderborn, the 29.04.2008
on behalf of the Staff Council

Signature
Birgit Farr

** Section 15 was revised with the approval of the staff council; Decision of 18.12.2012.*