

Works Agreement on Working Time and Working Time Recording for Academic Staff (akademische Mitarbeiterinnen und Mitarbeiter), Research Assistants (wissenschaftliche Hilfskräfte), and Student Employees (studentische Beschäftigte)

between

University of Potsdam (employer), represented by the President, Professor Oliver Günther, Ph.D.,

and the

Staff Council for Academic and Artistic Staff (WPR), represented by its chairperson, Ms Susanne Gnädig,

and the

Staff Council for Student Employees (StuB), represented by its chairperson, Mr Marcel Tobolski.

Preamble

The aim of this works agreement is to contribute to the well-being and long-term health of staff through regulations on working time and its recording. Special consideration should be given to the specific requirements of academic work in order to ensure job satisfaction, motivation, and performance of staff while also meeting the demands of the academic workplace. As an employee-friendly university, the University of Potsdam strives to offer its employees contemporary working conditions that accommodate individual needs and personal working styles while ensuring an excellent research and teaching environment.

The University of Potsdam attaches great importance to the principle of staff working time sovereignty, recognizing it as a fundamental prerequisite for the success of academic activities. In light of these considerations, the works agreement aims to establish a framework for regulating academic staff's extensive sovereignty over working hours and location, while also considering the requirements of well-being and health. Furthermore, the agreement aims to strengthen the self-responsibility and motivation of academic staff, as well as their ability to balance social and professional responsibilities.

University administration and staff council rely on the responsible use of the provisions of this agreement.

§1 Subject and Scope

1. This works agreement establishes regulations on working time and its recording but does not specify the (analogue or digital) system through which recording takes place.
2. This works agreement applies to academic staff, research assistants, and student employees.

§2 Working Time

1. Working time includes all activities that serve the fulfilment of assigned tasks. Supervisors shall assign tasks in such a way that their scope and deadlines can generally be met within the contractually agreed working hours from Monday to Friday. This applies correspondingly to part-time employment based on agreed weekly working days.
2. Employees are required to inform their supervisor in a timely manner about (unforeseen) delays and/or difficulties in achieving work objectives so that objectives and deadlines can be adjusted or appropriate steps can be taken to avoid excessive or insufficient working hours.

§3 Working Time Modes

This works agreement differentiates between three working time modes, which are used in accordance with the following definitions:

§3.1 Sovereignty of Working Time

1. Employees determine their individual working hours within the contractually agreed weekly working time, from Monday to Saturday between 06:00 and 23:00, while complying with occupational health and safety regulations.
2. Working after 21:00 and on Saturdays is entirely voluntary.
3. The legal provisions regarding daily rest periods (a minimum of 11 hours) and the maximum daily working time (10 hours) must be observed.

§3.2 Assigned Working Time

1. The provisions of § 3.1 on working time sovereignty are subject to the authority of the supervisor (assigned working time) to the extent that this is justified by operational reasons.
2. A supervisor may only assign working time from Monday to Friday between 06:00 and 21:00. Working hours before 08:00 and after 17:00 must be agreed with the employee to ensure work-life balance. This does not apply to assigned teaching hours, which must follow the "Recommendations on the Scheduling of Teaching Hours for Academic Employees" dated 11 April 2023. The specific needs of part-time employees must be considered.

§3.3 Ordered Working Time (Special Forms of Work)

1. The ordering of special forms of work (e.g. overtime, additional work, weekend, public holiday, or night work) should be avoided as much as possible.
2. The ordering of overtime or additional work is made by the employer, represented by the Division for Personnel and Legal Affairs (D3). The supervisor must submit a justified request to

D3 in advance. The staff council's approval is deemed granted if the supervisor, employee, and D3 reach an agreement.

3. Weekend, public holiday, or night work (e.g. for experiments, monitoring research series in the laboratory, field observations, etc.) requires an order from the Division for Personnel and Legal Affairs (D3), with prior justification by the supervisor. The staff council's approval is deemed granted if agreement is reached between the supervisor, employee, and D3.
4. In urgent, unforeseeable cases where failure to act would cause immediate harm, supervisors may require employees to work nights, weekends, or holidays without prior D3 approval, provided the employee consents. However, written justification must be submitted to D3 within three working days.
5. The D3 may revoke a supervisor's authority to mandate special work hours if necessary.
6. At the end of each semester (by April 30 or October 31), the staff council must be informed about the number of mandated working hours, broken down by faculty, department, and type of special work.

§4 Documentation Obligations Regarding your Working Time Account

1. Staff must maintain a working time account in the form of a working time record. They must record daily start, end, and duration of working times, as well as statutory break times, and may use the recording instrument provided by the employer.
2. Breaks serve to maintain work performance. A minimum break of 30 minutes is required for working times exceeding six but up to nine hours, and 45 minutes for working times exceeding nine hours.
3. Employees with a qualification component under §2(1) WissZeitVG (Act on Fixed-Term Contracts in Higher Education and Research) should document qualification times separately. Assigned/ordered working time is generally not considered qualification time unless justified otherwise.
4. Employees may opt to track working time by specific task categories (e.g., research, qualification, teaching, service/administration).

§5 Balancing your Working Time Account

1. Overtime or deficits should not exceed 60 hours for full-time employees. Proportionally adjusted for part-time.
2. Employees are responsible for balancing their accounts within 12 months in consultation with supervisors.
3. Special work hours are compensated according to the collective agreement (TV-L).
4. During the probation period, a maximum of 40 overtime hours is allowed.
5. By the end of employment or the probation period, work hours must be fully balanced.

§6 Business Travel

1. Business travel is subject to the applicable collective agreement (TV-L) and other regulations. Working times during business travel at weekends, public holidays, or nights fall under the provisions of §3 and §5.
2. The respective time zone of the business travel location applies.

§ 7 Compliance with Working Time Regulations

1. Compliance is the joint responsibility of employees and supervisors.
2. Employees must inform their supervisors monthly of any overtime or deficits.
3. If overtime exceeds 120 hours or deficits exceed 80 hours, D3 must be informed immediately to coordinate corrective measures.

§ 8 Access to Working Time Accounts

1. Employees manage their own records but must provide them to D3 upon request.
2. If a supervisor suspects incorrect time tracking, they may request access with D3 and staff council involvement.
3. Employees can grant written permission for the staff council to access their records.

§9 Data Protection Measures

1. Recorded data may only be used for the purposes defined in this works agreement and must be protected from unauthorized access.
2. Recorded working time data is stored for three years from the end of the respective calendar year and then deleted.

§ 10 Evaluation

1. The agreement is evaluated annually to ensure it meets its objectives.
2. Anonymised data is provided to D3, university leadership, and staff councils by October 31 each year.

§ 11 Effective Date and Final Provisions

1. This works agreement enters into force on March 1, 2025, and will be published in the Official Announcements of the University of Potsdam.

2. If individual provisions of this works agreement are incomplete, incorrect, or invalid, this shall not affect the validity of the remaining provisions. Such provisions should, if necessary, be replaced by ones that most closely reflect their intended purpose.
3. Until a new or amended provision is agreed upon, any gaps resulting from invalidity shall be filled through interpretation in line with the intended meaning of the original provision.
4. This works agreement may be terminated with three weeks' notice to the end of the month. A post-effect period after termination is expressly excluded.
5. In the event of the introduction of a digital time recording system, separate regulations will be established.

Signed

Prof. Oliver Günther, Ph.D. President

Susanne Gnädig

Chair, Staff Council for Academic and Artistic Staff

Marcel Tobolski

Chair, Staff Council for Student Employees