

Employment Agreement

on **the Flexibilization of Working Hours
and “Remote Work”**

at

**Freien Universität Berlin
(Flex Employment Agreement)**

The following employment agreement shall be concluded between the President of Freie Universität Berlin,
represented by the Director of Administration and Finance (temporarily entrusted with the performance of official duties),
Andrea Güttner,

and

the Staff Council: Entire Freie Universität,
represented by its Chairperson,
Julia Goschke:

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Preamble

This employment agreement regulates the basic principles of working hours and the place of work (remote working) at Freie Universität Berlin.

The purpose of the employment agreement is to increase self-determination in the workplace for individual employees and to make combining work and private life easier for staff. It should also create a high level of job satisfaction, which will have a positive impact on motivation and performance. Flexibility for employees in organizing their working hours will boost Freie Universität Berlin's attractiveness as an employer and ensure staff loyalty.

In addition to working on site, which continues to be the standard model, new possibilities for flexi-time and remote working are being opened up. Furthermore, the working hours are being made flexible so that staff can manage the times of their working days individually and oriented to their particular work duties and personal needs. The common in-office times should be taken into consideration as a key factor for good, personal communication within units.

Mutual trust, reliability, and responsible actions by supervisors and employees are indispensable for the successful implementation of this work agreement.

I. Section: General Regulations

1. Scope

(1) This employment agreement applies to the employees of Freie Universität Berlin named in Section 3.1 of the Staff Representation Act Berlin (*Personalvertretungsgesetz*, PersVG Berlin).

(2) Scope of *Section II: Working Hours Regulation*

a) For work reasons, the following are excluded from the flexible working hours model described here:

- Student employees as per the Collective Agreement for Student Employees III (*Tarifvertrag für studentische Beschäftigte*, TV Stud III-KAV).
- Employees working shifts and employees with working hours set out in writing if they work according to a roster.
- Teaching staff at Freie Universität Berlin's *Studienkolleg* preparatory course.

b) For apprentices, the limitations to the flexible working hours result from scheduling factors related to classroom instruction and participation in on-site events. They adapt their working hours within the framework of the legal requirements of their respective code of practice so that the entire content of their training program can be taught. For young people and apprentices under 18 years of age, the respective protective regulations are to be observed.

c) In individual cases, a special working time regulation can be used for groups of employees with the agreement of the respective employee representative.

(3) Scope of *Section III: Regulations on Place of Work*

a) Apprentices and interns are excluded from the regulations on remote work.

b) Employees whose daily attendance at the unit is required at specific times to perform their tasks are excluded from the regulations on remote work.

c) Employees in alternating telework are excluded from remote work. Telework is a special form of work that is subject to an extensive legal framework. The choice of a flexible work place is not permitted in this case. Regulations on alternating telework are subject to a separate employment agreement.

2. Definition of Terms

The parties use the following terms in this employment agreement:

Flexitime framework

The flexitime framework is the time period within which the individual daily working hours may lie. It defines the earliest possible start and the latest end time of the working hours.

Functional working hours

The functional working hours are related to a specific unit and should ensure that Freie Universität Berlin can meet the expectations placed on the different tasks of a university.

The functional working hours cover a time period within the flexitime framework and should guarantee that a sufficient number of staff members are available in the time period defined as functional working hours.

Notional working hours

The daily notional working hours are used to balance the hours worked and, for a five-day week, correspond with 1/5 of the agreed weekly working hours (Section 6 of TV-L FU or Section 1 of Berlin's Working Time Regulations [*Arbeitszeitverordnung*, AZVO]).

Individual working hours

The daily individual working hours are the hours actually worked within the flexitime framework. They can be worked at the workplace or remotely.

In-person working hours

In-person working hours are the individual hours worked at the workplace plus breaks.

Fixed working hours

Fixed working hours are recorded in writing. The beginning and end of the daily working hours are not variable.

Remote working

Remote working is performing work tasks outside the unit or another place of work tied to one location and is possible with the aid of remote information and communication technology, e.g., using remote access to the university internal IT infrastructure.

Units

Units within the meaning of this employment agreement are the departments and central institutes, the central facilities, the libraries, as well as the offices of the Executive Board and the central university administration divisions.

II. Section: Working Hours Regulations

1. Principles of Flexible Working Hours

- (1) In principle, employees have the right within the flexible working hours framework to decide themselves when to start and end work. They are also generally entitled to decide themselves when they begin a break and when they want to end it.
- (2) The supervisor needs to ensure (employer's duty of care) that employees also observe the minimum resting time of eleven hours even when they are responsible for organizing their own working hours.
- (3) The possibility of Freie Universität Berlin arranging Saturday work, overtime, or extra work remains unaffected should urgent operational or official requirements arise. The co-determination rights of the respective employee representative remain unaffected when such arrangements are made.
- (4) The maximum daily working hours permitted by law are currently 10 hours; 8.5 hours for expectant and breastfeeding mothers and 8 hours for young people. These figures do not include breaks.
- (5) Once the actual individual working hours have ended, the statutory resting time of at least 11 hours (uninterrupted) should be guaranteed and observed by the employee.
- (6) Persons with disabilities, whose disabled persons identification card is marked "aG", "H", "B" or "BI" in accordance with the disabled persons identification card ordinance, may be allowed to start work up to half an hour later or finish up to half an hour earlier. Further protection regulations for individuals with disabilities apply in addition.
- (7) Special regulations for pregnant and breast-feeding women derived from the Maternity Protection Act (*Mutterschutzgesetz*) or the Maternity Protection Ordinance (*Mutterschutzverordnung*), or for young people derived from the Young Persons Employment Act (*Jugendarbeitsschutzgesetz*) are applicable.
- (8) Outside the individual working hours (see Sections I.2 and II.4), there are no obligations to be reachable and/or to use remote IT.

2. Flexitime Framework

- (1) Generally work can be performed from Monday to Friday within the flexitime framework of 6:00 a.m. to 8:00 p.m. Furthermore, the work can be performed Monday to Friday in the time from 8:00 p.m. to 10:00 p.m. as so-called "late work" (see Section II.2.2).

Unlike other employees, the regulations of Berlin's Working Time Regulations (*Arbeitszeitverordnung, AZVO*), in which the time frame is currently from 6:00 a.m. to 7:30 p.m., apply to public servants (*Beamte*).

The employees can organize their working hours flexibly within this time frame observing the functional working hours and any opening or office hours, courses, and/or series of experiments.

Should urgent operational and/or official requirements to safeguard research or teaching arise, the unit can also extend the flexitime framework to Saturday from 6:00 a.m. to 8:00 p.m. Observing the five-day week is mandatory in this case. Any individual regulations that go beyond this and are mutually agreed between the employee and the supervisor require prior approval by the head of the respective unit.

(2) “Late work” is performed exclusively on a voluntary basis and without obligation to be reachable at work or to participate in official meetings or appointments. “Late work” should preferably be performed as remote work, the opening times of university institutions will not be changed for this purpose.

(3) At the Botanic Garden and Botanical Museum Berlin-Dahlem (ZE BGBM), the flexitime framework for the garden staff related to the seasonally required plant care should be regulated differently if necessary. This requires the agreement of the appropriate staff council.

(4) In areas where no urgent operational and/or official requirements call for work on a Saturday, up to a maximum of 6 hours can be worked on a Saturday on a voluntary basis in agreement with the supervisor. Compensation for the hours worked should be made within two weeks. There is no entitlement to work on Saturdays; the decision lies with the head of the respective unit.

(5) Collective exceptions to the regulations require prior agreement of staff representatives.

3. Functional Working Hours

(1) The employees are obliged to perform 50 percent of their individually required work on each working day (see “notional working hours,” Section I.2 and II.4) within the functional working hours. On Fridays and days before public holidays, 25 percent of the individually required work should be performed within the functional working hours.

Part-time employees take part in the functional working hours of their unit in relation to their daily notional working hours (Section I.2 and II.4).

(2) Upon conclusion of this employment agreement, the functional working hours will be established as a preliminary step and lie within the following time frame on Mondays to Fridays (any changes to this time frame must be approved by the head of the respective unit):

- a) 9:00 a.m. to 4:00 p.m.,
- b) 9:00 a.m. to 2:00 p.m., or
- c) 10:00 a.m. to 3:00 p.m.

(3) The planning required to set the functional working hours is carried out independently in the unit. The staffing level of the respective departments as well as the time frame and the location for the functional working hours are based on:

- The tasks to be fulfilled
- Sufficient reachability
- The respective work situation

Staff in the unit concerned shall be informed about changes to the functional working hours four weeks before they come into force.

(4) Changes to the functional working hours of a unit set in particular upon conclusion of this employment agreement is subject to agreement with the respective employee representative.

(5) A flexible organization of the daily start and end of work as well as the presence of one employee during the functional working hours needs to be oriented to operational and/or official requirements and is organized with the unit in agreement with colleagues and the supervisor. If an agreement cannot be reached, the head of the unit decides over the respective staff assignment.

(6) If disruptions occur unexpectedly within the functional working hours due to illness or other necessary absences, the supervisor may decide which of the available employees needs to be present during the functional working hours, taking personal interests into account.

(7) Once a year, the functional working hours set for the units are reviewed by the parties to the employment agreement. In particular, the definition of the functional working hours should be checked to see if they take current operating and personal needs into account.

4. Notional Working Hours

(1) For a five-day week, the daily notional working hours correspond with 1/5 of the statutory weekly working hours or the weekly working hours set out in the tariff agreement (Section 6 of TV-L FU or Section 1 of AZVO) plus the corresponding breaks (for full-time employees).

(2) For part-time employees, the notional daily working hours apply according to the distribution over the weekdays that applies to them (in a five-day week: 1/5 of the agreed weekly working hours, in a four-day week: 1/4 of the agreed weekly working hours, etc.).

5. Individual Working Hours

(1) Daily minimum working hours of 4 hours generally apply to full-time employees; the daily minimum working hours are 3 hours on Fridays. The daily minimum working hours for full-time employees applies to part-time employees proportionately to their notional working hours (Section I. 2).

(2) Work must be interrupted by the statutory rest breaks of 30 minutes for a daily working time of more than 6 and up to 9 hours and a total of 45 minutes for employees in public service (*Tarifbeschäftigte*) with a working time of more than 9 hours. The employees themselves decide on the start and end of their breaks. The break may neither be taken in the first half an hour after starting work nor in the last half an hour before the end of work.

(3) Longer breaks going beyond these rest breaks at the request of the employees (interruptions to working hours) are permitted, subject to operational and/or official requirements, provided that the requirements of Section II. 3. 1 are met.

(4) Working hours are considered to be the time staff enter the service building or university grounds (depending on situation on site) until the time they finally leave, or from the start of the first task to the end of the final task depending on what is earlier upon starting work or ending work.

(5) If the shift begins and/or ends outside the usual workplace (e.g., when visiting trade fairs, construction sites, etc., or when working remotely), the working hours begin or end at the other location. Any related traveling time (home to work assignment and back) does not count as working hours.

The traveling time and hours for the work performed at the destination are only taken into consideration for business trips and training courses. However, at least the regular daily working hours attributable to the day of the business trip or at most the maximum daily working time of 10 hours are counted.

(6) Private appointments, in particular doctor's appointments, can be attended in the form of interruptions to working hours. The respective supervisors should be informed about acute, unavoidable doctor's appointments during the functional working hours. Provisions in the tariff agreement and in civil service law remain unaffected in this context.

6. Flexitime Account

(1) In accordance with Section II.7.1, a flexitime account is kept for all employees who make use of the flexible working hours. The beginning and end of the daily individual working hours and the breaks (and working hours interruptions if applicable) as well as the daily and balanced nominal and actual time are recorded in the account.

(2) Any working hours deficit may not exceed 15 hours at the end of a calendar month. Accrued working hours may not exceed 80 hours in total at the end of a calendar month.

a) If more than 40 working hours are accrued, an agreement must be reached between the employee and their supervisor on a further increase in the working time credit.

b) If the maximum limits of 15 hours for working time deficits or 80 hours for working time surplus are reached, the supervisor and the employee must immediately agree on a plan to reduce them so that the balance is decreased below the respective maximum limits by the end of the next month.

(3) Differing balances can be agreed upon in an employment agreement respectively for one unit between the unit management and the respective staff council.

(4) The compensation hours should be used within a year after they were accrued in line with operating and/or official requirements.

(5) In principle, the employees themselves decide when to convert accrued surplus working hours into time off. The operating and working capability of the unit may not be affected. The compensation hours can be converted into time off as hours, whole days, or several successive days, or they can be added to a vacation, unless operational and/or work duty requirements rule this out. Staff should inform supervisors in good time when they decide to make use of compensation hours – if possible, three days before taking the time off. This should be done in writing for half days, whole days, and longer time periods. Accrued surplus working hours should be preferably converted by granting full days off.

7. Time Tracking

(1) The flexible working hours need to be recorded each day upon starting work and ending work, as well as when beginning and ending breaks (and interruptions to working hours if applicable).

In the future, electronic time tracking will be used for this purpose. Until then, each employee is obliged to enter their attendance and absence times on a digital time sheet themselves and do so regularly and accurately. They are also obliged to comply with the maximum limits for surplus working hours, deficit working hours, and balancing deadlines (see Section II. 6).

(2) The supervisor is entitled to view the working hour records (time sheet). Should irregularities be discovered, the time sheet should be passed on to the HR department for further review. The respective staff council may be consulted pending employee consent.

(3) Proven incorrect entries or failure to record working hours are breaches of duty or breaches of contractual obligations that can be punished with disciplinary action or other measures stipulated by labor laws. Irrespective of those measures, the persons concerned may be excluded from the scope of this employment agreement for a limited period or, after consideration of the individual case, even for an unlimited period.

III. Section: Regulations on Place of Work (Remote Work)

1. Principles of Remote Work

(1) In addition to regular on-site work, staff also have the option of working remotely.

(2) Use of remote working within the meaning of this agreement is on a voluntary basis and cannot be ordered.

The bottom line is that employees should be given the option to work remotely. Nevertheless, there is no legal entitlement to make use of remote working. The operating and working capability of the unit takes priority and may not be impaired. The decision lies with the unit.

(3) For remote working, the regulations on working hours (see Section II) for the respective employee apply.

(4) Unless operational and/or official requirements stand in the way, employees may work up to 60% of their working days remotely in agreement with their supervisor. The percentage of remote work applies to the workdays in a given month. Staff may work remotely on whole days or half days.

(5) If disruptions occur unexpectedly at the unit due to illness or other necessary absences while staff are working remotely, supervisors may revoke the remote work permission. They shall take the personal concerns of employees into account in such cases.

(6) Unused time quotas for remote working expire at the end of the respective calendar month and are not transferable.

(7) Remote work may not have a detrimental effect on the career development of employees.

2. Tasks and Workplace-Related Requirements for Participation in Remote Work

(1) The following task-related minimum requirements need to be met for remote work:

1. Work responsibilities and tasks must be able to be completed through IT-supported processes.
2. Work responsibilities and tasks must only involve rare cases of tasks that deal with confidential information due to its nature or its classification.
3. Work responsibilities and tasks must only involve rare cases requiring access to centrally stored resources that are not available in digital format (e.g., records).

4. Work responsibilities and tasks must lend themselves to result-oriented checking of work results.
- (2) The function of the unit on site needs to be ensured. The use of remote work may not lead to other employees in the unit being overburdened.

3. Technical Requirements for Participation in Remote Work

- (1) Remote work should be organized so that contact with the unit is maintained for the whole period of remote work. In principle, third parties also need to be able to reach staff via suitable technical means. Details of the type and scope are decided by supervisors and employees together.
- (2) Employees working remotely are obliged to use the software provided to facilitate remote work and communication for business purposes. Protection of the private sphere is to be observed when applications that transmit images are used.

4. Costs and Liability

- (1) Costs that are incurred as part of remote working will not be reimbursed.
- (2) In the event of damage, Freie Universität Berlin is only liable for the work equipment it provided, but not for damage to private equipment.
- (3) The liability of employees during remote work, in particular for the work equipment provided by the unit, is governed by the applicable regulations under civil service law or collective agreements and by the guidelines applicable to employees working in the State of Berlin.
- (4) Should the work equipment provided be damaged or data protection laws be violated, liability of the persons living in the household is limited to intent and gross negligence.
- (5) The liability of the employees in accordance with paragraphs 3 and 4 is limited to two net monthly salaries. Upon request, employees may be allowed to make appropriate payments in installments.
- (6) The parties agree that existing co-determination rights of the local staff councils in the assertion of claims for compensation are not exhausted by the above provisions.

5. Procedure

Participation in remote work is at the request of the employee. The request needs to be made verbally or in writing to the supervisor in good time before the start of remote work. As a rule, the decision on the request must be communicated to the employee within two working days (in writing in the case of a written request) and reasons must be given if the request is refused.

At the request of employees, longer-term arrangements for participation in remote work on certain days of the week are generally possible and may be limited to a maximum of six months.

6. Work Equipment

Within the framework of existing possibilities, the unit will provide the equipment required for remote work. Otherwise, the employee is asked to use private devices and safeguard them against unauthorized external access. The IT security guideline of Freie Universität Berlin should be observed.

7. Occupational Health and Safety

- (1) While working remotely, employees are essentially responsible for their own occupational health and safety.
- (2) The legal directives about occupational or work-related accidents apply to employees who are working remotely.

8. Data Protection

- (1) Employees must pay particular attention to the protection of data and information when working remotely and when transporting devices and/or data carriers. They must protect data and business information in such a way that third parties cannot view or gain access to it.
- (2) Employees working remotely must comply with the statutory regulations on data protection and data security as well as the unit's own data protection guidelines. The unit must regularly instruct the employees in accordance with the statutory provisions on data protection.

IV. Section: Miscellaneous

1. Resolution of Disputes

- (1) If a mutual agreement in accordance with Section II and/or III cannot be reached between the supervisor and the employee, a commission (DV Flex Commission) shall make a recommendation.
- (2) The commission is made up of one representative from the unit and one representative from the HR department as well as two members of the respective staff council. If necessary, the representative for individuals with disabilities and the responsible part-time gender equality officers should be involved in accordance with their rights.
- (3) The commission shall appoint a chairperson from among its members and, if necessary, shall set rules for the conduct of its business. Decisions or recommendations are made with a majority vote.
- (4) The person calling upon the commission may object to individual members of the commission for justified reasons. If a commission member is excluded, a new member shall be appointed through the corresponding grouping in accordance with Section IV.1.2.
- (5) If the commission makes a recommendation, the unit should follow this recommendation. If no recommendation is made, the HR department will decide using equitable discretion.

2. Evaluation

This employment agreement shall be evaluated after a period of two years. Upon completion of the evaluation, university management and the Staff Council: Entire Freie Universität shall decide on the further procedure.

3. Salvatory Clause

Should one or more provisions in this employment agreement become ineffective or this employment agreement contain loopholes, the validity of the other provisions is retained.

4. Final Provisions

- (1) This employment agreement comes into force on January 1, 2025. It replaces the previously valid employment agreements on the continuation of flexible working hours dated September 29, 2004, and the addition of "remote work" to the employment agreement on alternating telework dated September 28, 2015.
- (2) This employment agreement can be terminated with six months' notice to the end of the year, but no earlier than December 31, 2027.
- (3) If no agreement is reached on the conclusion of a new employment agreement following termination, this employment agreement shall remain in effect until a new employment agreement is concluded. The parties to the employment agreement shall undertake to immediately enter into negotiations to conclude a new employment agreement.

Berlin, dated 5th December 2024

For the Staff Council:
Entire Freie Universität

For the President
of Freie Universität Berlin

Chairperson of the
Staff Council: Entire Freie Universität

Julia Goschke

Director of Administration and Finance
(temporarily entrusted with the performance
of official duties)
Andrea Güttner

Disclaimer

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