

Guideline

For Good Employment Conditions for Staff

Dated March 3, 2016

Please note: This publication is an English translation. Only the German original of these regulations as published in the Official Announcements of RWTH Aachen University (“Amtliche Bekanntmachungen”) is legally binding.

Based on § 2 (4) of the law governing the Universities of the Federal State of North Rhine-Westphalia (Higher Education Act – HG) in the version of Article 1 of the Future of Higher Education Act dated September 16, 2014 (Law and Official Gazette of the State of North Rhine-Westphalia p. 547) and the agreement concluded by the Ministry of Innovation, Science and Research of the State of North Rhine-Westphalia, the RWTH Staff Council, the Staff Council of the Academic, Medical and Artistic Staff of RWTH and the Rector of RWTH on good employment conditions for University staff, RWTH has issued the following guideline:

Preamble

In addition to teaching and research, the promotion of early career researchers is a priority task of RWTH Aachen University. RWTH must carry out this important task with great care to ensure it will continue to attract and retain top talent.

RWTH Aachen University is particularly committed to providing qualification opportunities for its early career researchers, as they play a significant role in research and academics. To do this, RWTH uses the legal and financial possibilities at its disposal to ensure reliable framework conditions that enable young scientists to achieve their respective qualification goals. RWTH also uses the existing legal and financial possibilities to improve employment prospects for scientists who have completed their qualification phase.

The technical and administrative employees make a significant contribution to achieving these goals. This is why RWTH works to guarantee good employment conditions for them as well.

As employment conditions are largely determined by legal and collective bargaining regulations and financial resources, this is a particular challenge. RWTH is facing up to this challenge and wants to achieve a significant improvement in employment conditions, particularly in the area of fixed-term employment contracts.

RWTH Aachen University also strives to promote gender equity and equality as well as inclusion.

Article 1 General Framework Conditions of Fixed-Term Contracts

- (1) As a rule, RWTH will enter into permanent employment contracts for tasks that are to be performed on a permanent basis. This does not apply if the employment is for academic qualification. Further details are regulated in the Concept for Permanent Employment Opportunities at RWTH Aachen University.
- (2) The duration of fixed-term employment contracts due to a temporary increased operational need is determined after careful forecasting. Managers in the academic field and in technology and administration have a special responsibility with regard to a fair and transparent handling of fixed-term contracts, and they also assume this responsibility through personnel development instruments.
- (3) If they rate equally in performance, suitability, and qualification, fixed-term employees of RWTH Aachen University are to be given preferential consideration when filling permanent positions.
- (4) Fixed-term employment contracts should be extended early enough so that those affected are not forced to register with the employment agency as jobseekers three months before the end of their employment contract.
- (5) The provisions of Articles 2 to 5 shall apply only to the extent permissible by fixed-term employment law.

Article 2 Special Framework Conditions for Academic Staff

- (1) RWTH considers it an inherent management task to counsel its academic employees about the realistic possibilities of employment at RWTH Aachen University and in its academic operations for both the qualification phases and a subsequent career and works to ensure the managers of the various university institutions carry out this task. This also includes supporting employees with regard to career prospects through targeted offers in the area of further training and qualification.
- (2) RWTH is developing instruments to increase acceptance in university institutions of the need to structure the terms of employment appropriately.
- (3) As part of its institutional responsibility, RWTH provides a bridging fund within the scope of its financial possibilities in order, for example, to be able to compensate as far as possible for the risks generated externally by the university in terms of financing.

Note in the minutes regarding Article 2(2):

After the introduction of SAP, corresponding reports are to be generated for this purpose. PRWiss (Staff Council for Academic Staff) and the Group Representation for Academic Staff are involved in the conceptualization of these reports.

Data on doctorates will also be collected, such as the total number of doctorates, the number of discontinued doctorates, and the average time taken to complete a doctorate in the various subjects and university institutions.

Article 3 Fixed-Term Regulations for Academic Employees

- (1) Fixed-term contracts in accordance with the Academic Fixed-Term Contract Act (Wissenschaftszeitvertragsgesetz [WissZeitVG]) take precedence over those in accordance with the Part-Time and Limited Term Employment Act (Teilzeit- und Befristungsgesetz [TzBfG]). Fixed-term employment contracts without a substantive reason according to the TzBfG shall only be concluded if there is a specific reason, which must be explained to the responsible Staff Council.
- (2) The duration of employment contracts for academic tariff employees is generally at least 12 months; exceptions must be justified.
- (3) The terms of employment contracts with staff mainly financed by third-party funds are based on the term of the grant period of the third-party funds. They are usually concluded for the duration of the project or the available project funds. Exceptions must be justified.
- (4) Employment contracts of postdocs who are to qualify for a professorship should have a duration of at least 3 years. The more extensive provisions of the Higher Education Act apply to junior professors employed under private law. As a rule, employment is full-time.
- (5) Insofar as the foundations for an academic qualification (doctorate, habilitation, or comparable qualification) are developed within the framework of the employment relationship financed by third-party funds, the fixed-term regulations which apply to employment relationships intended to serve the qualification in the form of a doctorate or for a professorship shall apply for the duration of the respective employment contract if the period of approval of the third-party funds is longer than the periods of employment applicable according to these fixed-term regulations.
- (6) Bridging measures— in particular after completion of the qualification – that serve to facilitate the transition of the employees into subsequent employment, remain unaffected.
- (7) Article 4 applies to employment with the qualification goal of doctorate.

Article 4 Special Fixed-Term Regulations for University Staff Pursuing Their Doctorate

- (1) RWTH Aachen University makes it possible to pursue a doctorate as an employee whose contract is subject to collective bargaining agreements, as far as the financial and structural framework conditions allow. External scholarship programs remain unaffected.
- (2) The fixed-term contracts are primarily concluded in accordance with § 2 Paragraph 1 of the Wissenschaftszeitvertragsgesetz (WissZeitVG).

- (3) During the employment relationship, attention has to be paid to ensure that the doctoral candidates receive an adequate number of tasks instrumental in the pursuit of a doctorate. The guiding principle is that these tasks should amount to at least one third of the respective working time. In the case of employment relationships financed by third-party funds, the conditions of the grant must be observed.
- (4) Doctoral candidates who are to be offered employment to pursue a doctorate are to be employed long enough to earn this qualification if they have the appropriate aptitude and performance.

As a rule, such employment contracts have a total duration of 3 years, irrespective of the funding, unless a different duration is customary according to the discipline. Two employment contracts may be concluded for the total duration, the first contract having a minimum duration of one year. The second employment contract is concluded after that, provided there has not been a negative interim evaluation by at least two university teachers at the end of the first contract, stating that there is no chance the doctoral project will succeed. In the case of a qualification phase of more than three years, a further contract should be concluded for the remaining period of the qualification phase, provided that there is a positive prognosis by the supervising professorship for the completion of the doctoral process within the intended contract period.

- (5) The possibility of concluding further employment contracts for the completion of the doctorate remains unaffected.
- (6) Supervisors and doctoral candidates agree on regulations to ensure qualified supervision of the doctoral studies.

Article 5 **Fixed-Term Employment Regulations** **for Technical and Administrative Employees**

- (1) Temporary appointments of employees in technology and administration are made primarily for objective reasons on the basis of § 14 (1) of the Part-Time and Limited Term Employment Act (TzBfG) and the other statutory provisions on the temporary nature of employment contracts. Fixed-term employment contracts without a substantive reason according to the TzBfG shall only be utilized if there is a justified reason, which must be explained to the responsible staff council.
- (2) The terms of employment contracts with staff mainly financed by third-party funds are based on the term of the grant period of the third-party funds. They are usually concluded for the duration of the project or the available project funds. Exceptions must be explained to the Staff Council.

Article 6 Employment of Graduate Assistants

- (1) Graduate assistants perform services in research and teaching as well as related administrative activities in the departments, academic institutions, or operating units (§ 46 HG).

In order to distinguish the personnel category of the graduate assistant from the other university personnel categories, RWTH Aachen University applies the demarcation criteria of the Official Statement of Reasons for § 46 HG.

- (2) RWTH strives not to employ anybody with a Master's degree within the legal framework of a graduate assistant.
- (3) Until the goal of paragraph 2 is achieved, RWTH Aachen University may employ individuals with a Master's degree or a comparable degree as graduate assistants for a maximum of 1 year only.
- (4) After someone has completed a doctorate, employment as a graduate assistant is no longer allowed.
- (5) When they are hired, research assistants are informed about the crediting regulations in the WissZeitVG in relation to the weekly working hours. At the request of the research assistants, RWTH Aachen University also allows employment with a contractually agreed weekly working time below the credit limit according to the WissZeitVG (currently 9.5 hours per week).

Article 7 Conditions of Employment Student Assistants

- (1) As a rule, RWTH Aachen University employs student assistants only for services in research and teaching and related administrative activities, which, by their nature, are academic services. Student assistants provide support for research and for activities related to research and teaching, for example by assisting with the organization of courses, colloquia, conferences, exercises, excursions and specialist internships, supervising student working groups and selecting and compiling material for courses.
- (2) Employment options for student assistants are generally to be made known to the university community.
- (3) Only students who have not yet obtained a university degree in the subject to which they are assigned should be employed as student assistants.
- (4) Further regulations regarding the employment conditions of student assistants can be agreed upon between RWTH Aachen University and the respective representatives for student assistants (§ 46a HG).

Article 8 Contract Teachers

- (1) Teaching assignments may be granted for teaching needs not covered by full-time staff. Teaching assignments to external persons should not be given for compulsory subjects. Exceptions may be made to improve the teaching experience.
- (2) RWTH Aachen University will ensure that language training, insofar as it is compulsory in examination regulations, study regulations or curricula, in particular in the languages English, Spanish and French, is regularly provided by full-time teaching staff and not predominantly by contract teachers.
- (3) As a rule, teaching assignments to academic staff are credited to working hours or remunerated separately.
- (4) The remuneration for teaching assignments shall take due account of any exam-related activities associated with the teaching assignment.
- (5) As a rule, teaching assignments should only be awarded to persons who are employed with at least 50% of the usual working hours or who are similarly self-employed or freelance.
- (6) As a rule, a teaching assignment should not exceed 8 semester hours per week. With the consent of the staff council, exceptions may be made in justified individual cases (e.g. in the artistic field).
- (7) Teaching assignments may be given over a period of several semesters.
- (8) RWTH grants the teachers access to its advanced training courses in higher education didactics; the University bears the costs of this advanced training, depending on its financial position.
- (9) RWTH offers teachers the opportunity to obtain insurance cover in a private group accident insurance policy at their own expense.

Article 9 Change of Tariff Employees

- (1) In the event of a transfer of employees between universities sponsored by the State of North Rhine-Westphalia, RWTH Aachen University shall, when calculating the relevant step of the remuneration table in accordance with § 16 of the TV-L (if applicable, in the version of No. 5 of § 40 of the TV-L), count the previous periods as if the employee in question had completed these previous periods at RWTH Aachen University. The time already completed at the current pay grade at the transferring university shall also be deemed to have been completed at RWTH Aachen University.
- (2) RWTH Aachen University further undertakes to enable the acceptance of already achieved probationary promotions in accordance with the amended collective bargaining agreement of March 1, 2009, by means of references in the employment contract.
- (3) Paragraphs 1 and 2 shall apply accordingly to a transfer of employees of the state to RWTH Aachen University.

Article 10

Probationary Period when Transferring Between State-Sponsored Universities

- (1) The instrument of the probationary period will continue to be used only with particular care and according to narrow criteria. In this context, solutions must be found which reduce the transfer risks for the employees concerned in the event of a change of university. In doing so, the universities take into account the fact that the transferring employees have undergone a probationary period at a transferring university with a positive result. They also take into account the fact that before the universities became independent, a probationary period at the receiving university was not permitted in the case of a change of university within the state.
- (2) Paragraph 1 shall also apply in the event of a transfer from serving the state to RWTH or a transfer from RWTH to the Ministry.

Article 11

Dealing with Part-Time Employment

- (1) Within the framework of personnel planning, RWTH Aachen University will link disability- and family-friendly aspects with suitable other personnel planning instruments in such a way that employees working part-time are not disadvantaged as far as possible. RWTH Aachen University ensures this, among other things, by developing suitable training offers and for staff returning from parental leaves.
- (2) RWTH Aachen University is committed to ensuring that staff are only hired to part-time positions if necessary, taking into account existing funding opportunities, organizational necessities, and good scientific practice aspects. The working time requests of employees are complied with insofar as this is justifiable for operational reasons.
- (3) As a rule, part-time employment of staff covered by collective bargaining agreements is carried out with a share of at least 50% of the regular collectively agreed working hours. Exceptions must be justified.
- (4) In the case of employees working on doctorates, the aim is for the extent of part-time employment to be at least in line with the guiding principles of the German Research Foundation's guidelines on the remuneration of doctoral researchers.
- (5) Part-time employees who wish to increase their agreed working hours shall, in principle, be given preference in filling vacant positions on the basis of equal performance, suitability, and qualifications.

Article 12

Health Management

- (1) RWTH Aachen University is expanding its health management system with the involvement of the staff councils, the equal opportunity officers, and the representatives of the severely disabled. It is developing concepts for this purpose and strives for a corresponding service agreement. RWTH Aachen fully applies the Directive on the Implementation of Rehabilitation and Participation of Disabled Persons (SGB IX) in the Public Sector in the State of North Rhine-Westphalia.

- (2) Health management is an established task at RWTH Aachen University and is aimed at maintaining and strengthening the health of employees. The primary objective of "occupational health management" is to initiate and support health-promoting living and working conditions. It targets leadership, university culture, working atmosphere, social skills, working conditions, and health behavior.

Article 13
Entry Into Force, Final Provisions, Severability Clause

- (1) This guideline shall apply as of April 1, 2016.
- (2) The guideline shall apply to all employment contracts concluded after its entry into force.
- (3) Employees already employed at the time of the guideline's entry into force may continue to be employed under the conditions then applicable if improved framework conditions required under the guideline cannot be created in a timely manner for structural or financial reasons. However, RWTH Aachen University endeavors to improve all existing employment relationships as far as possible, in line with the guideline.

Should any provision of these guidelines be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a new, valid provision which comes as close as possible to the meaning and purpose of the original provision.

Rector
of RWTH
Aachen University

Aachen, dated
March 3, 2016

sgd. Schmachtenberg

Univ.-Prof. Dr.-Ing. E. Schmachtenberg