

Extract from the collective agreement for public service of the Laender (TV-L) and the special arrangements for university and college employees

§ 1 TV-L Area of application

This collective agreement does not apply for

- employees with a regular remuneration exceeding the remuneration according to the table of remuneration group 15 or Ä 4; the bonus acc. to § 16 par. 5 is not included.
- apprentices
- trainees
- employees working acc. to §§ 260 ff. SGB III
- marginally remunerated employees in terms of § 8 par 1 no. 2 SGB IV
- university and college teachers,
- teaching and artistic assistants,
- student assistants,
- assistant lecturers at universities and colleges

Explanation of the minutes as to § 1 par. 3:

Excluded are also academic and artistic assistant lecturers (wissenschaftliche and künstlerische Assistentinnen/Assistenten), assistant professors (Oberassistentinnen/Oberassistenten), senior engineers (Oberingenieurinnen/-Oberingenieure) and lectors or the personnel categories taking their position according to the law of the Land (§ 53 par. 2 Hochschulrahmengesetz (Framework Act for Higher Education), whose employer-employee relationship existed on October 31st 2006, for the duration of the continuously existing employer-employee relationship.

§ 3 TV-L in connection with no. 2 of the special arrangements General conditions of employment

- (1) The performance owed due to the contract of employment must be effected conscientiously and orderly in accordance with the objectives of the facility, particularly the specific tasks in research, teaching and further education. With their overall behaviour the employees must profess their belief in the **free democratic constitutional structure as defined by the Basic Constitutional Law** (Grundgesetz).
- (2) The employees have to observe strict secrecy with regard to matters that are confidential as provided by law or have been classified as confidential by the employer; this also applies after the termination of employment.
- (3) The employees are not allowed to accept rewards, presents, premiums or other benefits of third parties with reference to their activity. Exceptions are possible only upon approval by the employer. If such benefits are offered to employees, they have to inform the employer immediately.
- (4) The employees have to notify the employer in due time and in writing of additional occupations. The employer can prohibit the additional occupation or impose conditions if the additional occupation may interfere with the performance of the employee's obligations resulting from the contract of employment or the rightful interest of the employer. An obligation to deliver according to the provisions effective at the employer's can be made a condition for additional occupations in public service.
- (5) In case of justified cause, the employer has the right to obligate employees to prove by means of a medical certificate, that they are capable of performing the work owed according to the contract of employment. The assigned medical practitioner can be a public health officer as far as the parties have not agreed upon another medical practitioner. The employer bears the cost of this examination.
- (6) Employees are entitled to inspect their complete personnel files. This right to inspect can also be exercised by a representative with written authority. They are allowed to receive excerpts or copies of their personnel files. The employees have to be consulted about actual complaints and statements that could be unfavourable or disadvantageous for them, before they are entered into the personnel files. Their comment has to be recorded in the personnel files.
- (7) The regulations applying to the civil servants of the corresponding Land shall be applicable accordingly for the employees' **liability for damages**.
- (8) When safeguarding his **right to give instructions**, the employer must observe the basic rights of **scientific freedom** and artistic freedom as well as the basic right of **freedom of conscience** ...
- (9) As far as employees mentioned in § 53 par. 2 Hochschulrahmengesetz (Framework Act for Higher Education) are assigned tasks that are also conducive to the **preparation of doctoral studies** or the **producing of additional scientific services**, they shall be given enough opportunity for their proper scientific work within the frame of their official tasks.

§ 6 TV-L Regular hours of work

The average regular weekly working time excluding breaks amounts to **39.5 hours**.

- (1) It is 38.5 hours for employees who are regularly doing rotating shift or shift work.
- (5) Within the frame of justified operational/official requirements, the employees are obligated to work on Sundays, public holidays, at night, in rotating shift or shift as well as in case of part-time employment on the basis of the regulation of the contract of employment or with their consent to do stand-by duty, on-call duty, overtime and extra work.

§15 TV-L
Remuneration according to the table

- (1) The employee receives a monthly remuneration according to the table. The amount is determined by the remuneration group to which she/he has been assigned and by the level applying to him/her.

§ 23 TV-L
Special payments

- (1) Employees with an employer-employee relationship lasting presumably at least 6 months qualify for capital-forming benefits according to the Vermögensbildungsgesetz (law promoting capital formation by employees) as amended. For full-time employees, the capital-forming benefits amount to 6.65 Euro per complete calendar month. The claim can be made at the earliest for the calendar month in which the employee has given the necessary information to the employer in writing and for the two preceding months of the same calendar year, the payment is not due until 8 weeks after the employer received the notification
- (2) Employees will receive a **jubilee bonus** when completing a time of employment (§ 34 par. 3 TV-L)
- a) after 25 years a bonus of 350.-- Euro,
 - b) after 40 years a bonus of 500.-- Euro.
- Part-time employees will not receive the total jubilee bonus.

§ 24 TV-L
Calculation and payment of the remuneration

- (1) ... Payment will be made on the last day of the month (payday) for the current calendar month onto an account in a member country of the European Union specified by the employee. If the payday is a Saturday or a public holiday within the week, the preceding work day will be payday, if payday is a Sunday, the second preceding workday will be payday ...
- (2) If not expressly stipulated otherwise in the collective agreement, part-time employees receive a remuneration according to the table (§15 TV-L) and all other remuneration elements according to the extent corresponding to the proportion of their individually contracted average working time of the regular hours of work of comparable full-time employees.

§ 25 TV-L
Occupational pension scheme

Employees qualify for additional provisions for old age and surviving dependants with cost sharing. Details are determined in the collective agreement on the occupational pension scheme for public service employees (Tarifvertrag Altersversorgung – ATV) as amended.

§ 26 TV-L
Holidays

- (1) In each calendar year, employees qualify for holidays with continued payment of the remuneration (§ 21 TV-L). If the weekly working time is distributed on five days within the calendar week, the holiday entitlement in each calendar year amounts to 30 work days.
- (2) For the rest applies the Bundesurlaubsgesetz (Federal law regulating holidays) with the following provisions:
- a) When forwarding holidays, they have to be taken until the 30th September of the following year at the latest ...

§ 37
Term of exclusion

- (1) Claims from the employer-employee relationship forfeit if the employee or the employer does not assert them in writing within a term of exclusion of 6 months. For the same issue, the unique assertion of the claim is sufficient also for benefits that are due later.

You can download the complete text of TV-L and the special arrangements for university and college employees under www.tdl-online.de