

**Hiring form and usage instructions**
for the employment agreement for academic assistants (WHK)

***—For internal use only—***

# Information on the academic assistant and the area of deployment

It is envisaged that Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
should be employed as an academic assistant
from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
with a regular monthly planned work time of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours
in the faculty \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
The expenditure incurred as a result shall be
charged to the cost centre \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Seen and approved by

Frankfurt am Main, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign only the GERMAN form!

Dean (Dekanin) Person making hiring request (Antragstellerin)

# Further assistant positions at Goethe University(Information to be supplied by assistant)

List of all assistant positions at Goethe University

|  |  |  |
| --- | --- | --- |
| **Faculty/unit** (short form) | **Period of employment** (from/to) | **Monthly hours** |
|  |  |  |

**Important note: Total planned monthly work hours may not exceed 80 hours!**

1. **Instructions**
	1. *Please fill in all fields on the electronic form before printing the document and signing it in the places indicated. For fields containing text, please select the appropriate options from the dropdown lists. Fill in blank fields by typing in the information requested.*
	2. *Agreements filled in or amended by hand cannot be accepted!*
	3. ***Two signed copies*** *of the* ***employment agreement*** *and this* ***hiring request form*** *must be sent to Personnel Services together with the remaining employment-relevant documents. One original is retained by Personnel Services and kept in the staff member’s file. The second is returned and must be given to the* ***academic assistant*** *(the* ***signed original, not a copy****).*

# *A job specification must be submitted together with the employment agreement documents (see the template in the downloads area.)*

* 1. *If the* ***person to be employed*** *is in receipt of a scholarship that is in any way connected (in terms of place, time, or content) to the employment relationship that is to be established, the person making the hiring request and the prospective employee must prepare a* ***written statement*** *contrasting the content to be covered during the duration of the scholarship with the work tasks associated with the academic assistant role* ***before*** *submitting the employment agreement documents. This statement must be submitted to Personnel Services together with a copy of the scholarship notification letter or another document showing the scholarship granted.* ***An agreement can only be concluded after this written statement has been assessed!***

**Employment Agreement**between
Goethe University Frankfurt am Main,
Foundation Under Public Law,
Theodor-W.-Adorno-Platz 1, 60323 Frankfurt am Main,
represented by the President,

—referred to as employer in the following—

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ms/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 —referred to as academic assistant in the following—

**§ 1 Period of Agreement, Scope of Duties**

1. The academic assistant is employed for a fixed period of time, from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with § 2 of the Academic Fixed-Term Agreements Act (*Gesetz über befristete Arbeitsverträge in der Wissenschaft, WissZeitVG*) in conjunction with § 75 of the Hessian Higher Education Act *(Hessisches Hochschulgesetz, HHG*).
2. The academic assistant is obliged to perform all assigned tasks conscientiously and to comply conscientiously with all instructions given by the assistant’s supervisor on employment-related matters.

**§ 2 Declaration on Scholarships**

1. The academic assistant expressly declares that the assistant is not, at the point of entering into this agreement, in receipt of any scholarship linked by content, place or time to this employment relationship. The academic assistant is aware that a false declaration may give the employer grounds for immediate termination without notice or rescission of the employment contract.
2. The academic assistant undertakes to inform the employer of any changes in the above situation without undue delay.
3. The employer reserves the right to assert claims for damages if it suffers detriment as a result of false information provided by the academic assistant or any failure on the part of the assistant to provide information subject to a duty of disclosure on the receipt of scholarships.

**§ 3 Work Time**

1. The academic assistant undertakes to provide regular monthly planned work time of \_\_\_\_\_\_\_\_\_\_\_\_\_ hours, excluding breaks.
2. The academic assistant is obliged to perform work in excess of the regular planned monthly hours in the event that this is required for functional reasons.
3. The specific times work is to be carried out are determined by the employee’s supervisor. The provisions of the Working Time Act (*Arbeitszeitgesetz, ArbZG*) also apply.

**§ 4 Remuneration**

1. The academic assistant receives an hourly wage of 15.78 euros (€).
2. Remuneration is paid on the last day of the month (payday) for each current calendar month into a bank account designated by the assistant and located within a European Union member state.

**§ 5 Confidentiality**

The academic assistant undertakes to maintain confidentiality about all official matters the assistant gains knowledge of in the course of the assistant’s work, in particular about business and official secrets. The obligation to maintain confidentiality continues to apply after the termination of the employment relationship.

**§ 6 Secondary Employment**

The academic assistant must inform the employer in writing, in advance and in a timely fashion, of any secondary employment. The employer may prohibit secondary employment or impose conditions if such employment appears likely to impair the fulfilment of the assistant’s duties under the employment agreement or to impair the employer’s legitimate interests.

**§ 7 Holidays**

Entitlements to holidays are determined by the applicable statutory regulations.

**§ 8 Termination of Employment**

1. The employment relationship shall end, without any requirement to give notice, at the end of the day specified in § 1.
2. The first six months of the employment relationship are regarded as a probationary period. During the probationary period, the employment relationship may be terminated by giving two weeks notice pursuant to § 622 (3) Civil Code (*Bürgerliches Gesetzbuch, BGB*) and § 15 (3) Part-Time and Limited Term Employment Act (*Gesetz über Teilzeitarbeit und befristete Arbeitsverträge, TzBfG*).
3. After this probationary period has elapsed, the employment relationship may be terminated pursuant to § 622 (1) BGB and § 15 (3) TzBfG with a notice period of four weeks to the fifteenth or to the end of a calendar month. The extended statutory periods of notice prescribed by § 622 (2) BGB for the employer also apply to termination of the employment relationship by the academic assistant.
4. The right to terminate the employment relationship without notice for a compelling reason (§ 626 BGB) remains unaffected.
5. Notice of termination of the employment relationship must be given in written form.

**§ 9 General Provisions**

1. The employer must be notified unprompted and without undue delay of any changes to the address or the civil status of the academic assistant. Communications by the employer to the address last indicated by the academic assistant shall be deemed to have been received.
2. The academic assistant consents to the processing and storage of the assistant’s personal data.
3. Within the employment relationship, the terms of § 616 BGB are excluded.
4. In the event that the academic assistant is entitled under statutory provisions to claim damages from a third party for any loss of earnings incurred through incapacity to work, such claims will be assigned to the employer to the extent that the employer has continued to pay the assistant remuneration including non-monetary benefits.
5. The attention of the academic assistant is drawn to the fact that the assistant may submit a written declaration to the employer to apply for an exemption pursuant to § 6 (1b) SGB VI (*Sozialgesetzbuch, SGB*) from the obligation to make statutory pension insurance contributions. Students in multiple marginal employment relationships may only opt to make this application for an exemption from compulsory insurance in respect of all their employment relationships at once, and their decision is binding for the duration of the employment relationships.

**§ 12 Preclusive Time Limits**

All claims resulting from or in connection with the employment relationship expire if they are not asserted in text form[[1]](#footnote-1) by the employee or employer within a preclusive time limit of six months after the due date.

This shall not apply to claims of either party based on intentional or grossly negligent acts on the part of the respective other party and its vicarious agents, nor to claims brought by the academic assistant for the statutory minimum wage or for damages resulting from injury to life, body or health. Claims for remuneration in excess of the statutory minimum wage are, however, subject to the agreed preclusive time limit. Asserting claims once for a given state of affairs also serves to establish entitlements falling due at a later juncture.

**§ 11 Final Provisions**

1. The parties agree that no written or oral agreements or ancillary agreements going beyond the wording of this employment agreement have been entered into and that the above provisions reflect the agreements made with regard to the employment relationship completely and exhaustively.
2. Amendments and supplements to this employment agreement must be in writing in order to be effective. This is also applicable to amendments to this written form requirement. The validity of individually agreed terms (§ 305b BGB) remains unaffected.
3. Should individual provisions of this employment agreement prove to be invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision or to fill any gaps in this employment agreement, an appropriate provision shall be made which comes as close as possible to what the parties to the agreement clearly intended according to their economic purpose.
4. Each party to the agreement receives an original copy of the employment agreement.
5. Attention is drawn to the appended voluntary commitment.

Frankfurt am Main, (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign only the GERMAN form!

|  |  |  |
| --- | --- | --- |
| Academic Assistant |  | The PresidentDepartment of Personnel Serviceson behalf of the President |

# Voluntary commitment of Goethe Universityon the working conditions of student assistantsand assistants with academic tasks(formerly academic assistants)

**Preamble**

Student assistants and assistants with academic tasks (“academic assistants”) at Goethe University work in teaching and research in all faculties and other units providing academic education and training. The assistants make an invaluable contribution to the running of the entire university.

In order to improve the working conditions of assistants beyond the level mandated by statutory requirements, Goethe University pledges to adhere to this voluntary commitment describing the working conditions of assistants and defining standards.

# Hiring Requirements

# Student Assistants

Student assistants must, pursuant to § 75 (1) Hessian Higher Education Act *(Hessisches Hochschulgesetz, HHG)* in its current version) in conjunction with the Academic Fixed-Term Agreements Act (*Gesetz über befristete Arbeitsverträge in der Wissenschaft, WissZeitVG*), be enrolled at a university in a programme of study leading to an initial or more advanced career-relevant qualification. They can be employed part-time for up to six years in total. Student assistants support students by giving tutorials and providing services in research and teaching and study-related services that also advance their own educational progression.

# Assistants with Academic Tasks (“Academic Assistants”)

Academic assistants must, pursuant to § 75 (2) HHG in conjunction with WissZeitVG, have completed a university degree and be engaged in academic work and pursuing an academic qualification or acquiring an academic skill (qualification objective). Qualification objectives can, for example, include:

* Preparing courses
* Giving tutorials/leading exercises/guiding practical work
* Preparing/executing/following up on experiments
* Performing statistical evaluations
* Disseminating specialist knowledge and practical skills in contexts other than tutorials/practical courses
* Providing instruction in the application of research methods
* Correcting exercises/reports/examinations
* Editing/proofreading scholarly texts
* Laboratory work
* Preparatory work for and involvement in academic conferences and events
* Monitoring of measuring instruments
* Introducing students to the workings of scientific apparatus
* Preparing/executing/following up on scholarly interviews and evaluating statistics and their significance for research questions
* Carrying out internet and literature research for scholarly purposes

Graduates at bachelor’s degree level cannot be employed as “academic assistants” but are paid a higher hourly wage than other student assistants. Student or academic assistants may not simultaneously be employed as research assistants.

# Advertisement of Posts

Jobs for student and academic assistants are, in principle, advertised within the university. Advertisements are posted on the website of the relevant faculties or institutes and/or on designated noticeboards in institutes. This obligation can also be fulfilled by faculties or institutes posting general notices in these places stating that vacancies for auxiliary staff are regularly filled. In addition, speculative applications may also be considered.

In cases involving re-employment (with no changes to the scope of an employee’s previous duties) after a brief interruption of no more than 2 months, re-advertising the position in question is not necessary. Re-advertising positions can also be dispensed with when an assistant takes a break from work to study abroad for a semester, complete an internship, or similar.

In accordance with the provisions of the General Act on Equal Treatment (*Allgemeines Gleichbehandlungsgesetz, AGG*) and the Hessian Equal Rights Act (*Hessisches Gleichberechtigungsgesetz, HGlG*), it must be ensured that no applicant is discriminated against in the selection process.

# Extent of Employment, Work Time, and the Compatibility of Work and Study

As the work of an assistant is performed on a part-time basis and intended to be compatible with the assistant’s studies, it follows that the maximum number of hours worked may not exceed 80 hours per month for either student or academic assistants. As working as an assistant is also intended to benefit the assistant in their education and skills development, the volume of work should also not fall below 20 hours per month.

The number of hours to be worked must be determined realistically and stated in employment agreements. Overtime hours assistants have been instructed to perform must be compensated either by time off in lieu or by remuneration. All activities directly connected to work are counted as work time; examples include work-related communication, the dispatch of materials, or travel and waiting times arising in connection with work tasks. In accordance with the provisions of § 2 (2) of the Minimum Wage Act (*Gesetz zur Regelung eines allgemeinen Mindestlohns, MiLoG*), work time must be documented on a time sheet.

The employer must take care to ensure, when determining the working hours of student assistants, that employment as an assistant is compatible with the assistant’s studies. In principle, working hours should be arranged so that assistants can carry out their work on weekdays between 8:00 and 20:00. It is possible to deviate from this principle in justifiable cases. Assistants must be informed in good time in such cases. The employer must also ensure that legally prescribed breaks are taken.

# Agreement Periods

It is envisaged that student assistant employment agreements should run for no less than 6 months (equivalent to one semester) and academic assistant employment agreements should run for no less than 12 months. Deviations from the minimum scope of employment and minimum duration of employment agreements should only be made when either the nature of the work (such as providing assistance with internships or giving tutorials) or the funding of the position (from third-party funds, for example) make this necessary.

# Remuneration

From 1 January 2017 onwards, the hourly rates paid to student and academic assistants will be included in the general salary adjustments for Goethe University employees. The hourly wage will increase by the percentage agreed for the salary groups E10–E15.

From 1 January 2016, the hourly rates paid will be as follows:

* Student assistants: € 9.50 (gross)
* Student assistants with a bachelor’s degree: € 11.00 (gross)
* Academic assistants: € 14.70 (gross)

# Quality Workplaces with Adequate Equipment

The employer is responsible for ensuring that assistants have workplaces appropriate to their roles and that adequate and appropriate work equipment is provided. Copying, printing and materials costs must also be borne by the employer.

# Incapacity to Work, Continued Payment of Wages. Obligation to Provide Medical Certificates

The employer must be notified without undue delay of any incapacity to work on the part of the employee and its probable duration. At the latest, the employer must be informed at the beginning of the employee’s work time. If the incapacity to work lasts for longer than three calendar days, a doctor’s certificate attesting that the employee is unfit for work and the likely duration of this incapacity shall be submitted no later than the following working day. In duly substantiated individual cases, the employer may also require a medical certificate to be presented earlier. In accordance with the provisions of the Continued Remuneration Act *(Entgeltfortzahlungsgesetz, EntgFZG)*, assistants’ wages continue to be paid for workdays on which they were unfit to work due to illness.

# Freedom from Discrimination

The employer is responsible for ensuring that assistants can carry out their duties without encountering discrimination. Goethe University provides contact points assistants can approach in confidence to report discrimination or instances of harassment in the workplace. All committees and contact persons members of Goethe University can turn to in such matters are also prepared to hear and act on the concerns of student and academic assistants. These representatives and bodies include the Ombudsperson, the Staff Council, the Women’s Representative, the Representative for Staff with Severe Disabilities and the Human Resources Department.

# Ombudsperson

A separate, independent contact point for student and academic assistants is being established. Goethe University will appoint an ombudsperson and deputy ombudsperson specifically tasked with handling complaints and suggestions for improving the working conditions of student and academic assistants. It is anticipated that the ombudsperson and deputy ombudsperson will normally serve for two-year terms. The ombudsperson will deliver an annual report to the Senate.

# Evaluation

As part of its commitment to continuously improve and regularly review the working conditions of student and academic assistants, the Auxiliary Staff Task Force at Goethe University will carry out an evaluation two years after the adoption of this revised voluntary commitment. The first evaluation will be performed in the run-up to the 2018 summer semester.

1. Translator’s Note: See § 126b BGB for a definition of the German legal concept of “text form.” [↑](#footnote-ref-1)