**Service agreement on mobile work**

between

**Technische Universität Dresden**,

represented by the Rector and the Chancellor

- hereinafter: TU Dresden -

and

**Personnel Representation Council of Technische Universität Dresden**,

represented by the Chairperson

# Preamble

In the interests of both TU Dresden and its employees, mobile work is intended to create opportunities for greater flexibility in the organization of work.

This is expected to help increase motivation and satisfaction on the job, thus having a positive effect on work productivity and quality.

In this context, it is important to ensure communication with employees who are working remotely and their integration into team structures. An increase in the volume of work and the working hours as well as continuous availability must be ruled out. In this respect, the supervisor, as a representative of TU Dresden, must exercise their duty of care.

Mobile work primarily serves the following objectives:

* Reconciliation of work, family and personal concerns through stronger individual work organization, as well as
* Increasing the attractiveness of TU Dresden as an employer and attracting qualified employees.

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**Attachment**

[Sample agreement on regular mobile work pursuant to § 8 para. 2 of the Service Agreement on Mobile Work](https://www.verw.tu-dresden.de/VerwRicht/Formulare/download.asp?file=mobile_Arbeit.pdf)

# I. General information on mobile work

## § 1 Scope of application

This service agreement generally applies to all employees of TU Dresden as defined in § 4 SächsPersVG (Saxon Staff Representation Act). It does not apply to employees of the Carl Gustav Carus Faculty of Medicine.

## § 2 Definitions

1. Mobile work refers to carrying out official activities away from TU Dresden at a location determined by the employees themselves, provided that it is not a business trip. The service or employment contract remains unaffected. Only the obligation to be on-site at TU Dresden is altered for the duration of the relocation of the workplace.
2. Mobile work can be carried out on a regular basis (i.e. over a longer period of time as defined in point II.) and/or occasionally (i.e. short-term as defined in point III.).
3. Mobile work is not classed as working from home in the sense of the German Homeworker Act (*Heimarbeitsgesetz*) and is not telework in the sense of the German Workplace Ordinance (*Arbeitsstättenverordnung*). On-call duty is not considered mobile work as defined in this agreement, it is governed by separate regulations.

## § 3 Requirements and organization

1. The activities must be suitable for mobile work. As a general rule, activities are suitable if the employee can carry these out independently and on their own responsibility. The employee must be personally suitable for mobile work, especially in terms of a sense of responsibility, self-motivation and discipline, have a structured way of working, and be versed in the handling of IT technology as well as sensitive information and data.
2. Mobile work during vacation or incapacity to work is prohibited.
3. There is no legal entitlement to mobile work.
4. The limited contact among the colleagues employed must not interfere with business operations.Taking advantage of mobile work must not result in the other employees of the structural unit being overloaded.
5. Employees shall not suffer any disadvantages as a result of carrying out their work remotely. In particular, it must not have any detrimental effect on the employee's professional career and must not entail any negative assessment in a performance appraisal. Likewise, employees who do not carry out mobile work must not suffer any disadvantages.
6. Existing regulations such as service agreements shall continue to apply unchanged or at least analogously insofar as they remain applicable in terms of their meaning. The TU Dresden's service agreement on flexible working hours in the applicable version also applies during mobile work. Mobile work on Sundays and public holidays as well as on other non-working days requires the order or consent of the employer, pursuant to [§ 3 para. 3 and 4 service agreement on flexible working hours](http://www.verw.tu-dresden.de/VerwRicht/Sachwort/download.asp?file=rsd20620_Dienstvereinbarung.pdf).
7. Employees shall be informed comprehensively and in due time about operational processes and announcements, continuing education measures, and other TU Dresden internal information. Meetings etc. are generally to be scheduled so that employees are able to attend. They shall also have the right to attend all assemblies, consultations, training sessions, community events, etc. Likewise, all occupational health care measures are open to them.

## § 4 Work equipment (technology), communication, notification and reporting obligations

1. TU Dresden or the respective organizational unit shall provide the necessary mobile equipment at its own expense.
2. For the duration of mobile work, employees shall provide a telephone and internet connection if this is necessary for the performance of the task. In order to ensure prompt availability by telephone, the office telephone shall be forwarded accordingly where technically possible.
3. If it is unavoidable that the employee's private number is made known as a result of call forwarding, employees can ensure their availability in other ways, e.g. by calling back with a suppressed telephone number or via video conference. Private numbers that have become known must be treated confidentially and handled responsibly.
4. Maintenance of TU Dresden owned technology is the responsibility of the university; remote maintenance is permissible. For the use of the work equipment provided, the same rules apply as at the workplace at TU Dresden.
5. Employees with disabilities who require technical aids for mobile devices pursuant to para. 1 for their work shall also be provided with these aids for mobile work.
6. In the event of disruptions and malfunctions of the technology used during the agreed working hours, the downtimes are considered working hours. TU Dresden or the supervisor must be informed immediately of the malfunction; in addition, the possibilities of carrying out duties without technology in another way shall be coordinated.
7. The use of private work equipment (desk, chair, printer, etc.) is at the staff member's own risk.
8. During mobile work, the same application, notification and reporting obligations apply as at the TU Dresden workplace (e.g. for leave, incapacity to work, time off from work, etc.).

## § 5 Expenses

1. Expenses for private work equipment (purchase, wear and tear, repair, etc.) as well as one-time and ongoing costs for the use of e.g. facilities, energy, telephone and internet will not be reimbursed by TU Dresden.
2. Travel expenses between the mobile workplace and the office are workday travel expenses (not business trips) and will not be reimbursed. For business trips, the Saxon Travel Expenses Act (*Sächsisches Reisekostengesetz*) applies.

## § 6 Data protection and information security

1. The statutory and legal provisions, regulations and guidelines on data protection and information security in their currently valid versions that apply to TU Dresden shall also apply in full to mobile work.
2. Prior to starting mobile work, the level of protection required for the data to be processed must be determined with the supervisor.
3. The use of private devices is permitted exclusively for the processing of data with the protection requirement "normal" pursuant to the guideline on information security ([MPrE 5/2017 of December 18, 2017](https://www.verw.tu-dresden.de/VerwRicht/Sachwort/download.asp?file=mpre0517.pdf)). The use of private devices for processing data belonging to the sensitivity level "high" and "very high" is prohibited and excluded. The voice service (telephony) is excluded from this stipulation.
4. If private devices are used, the employee must ensure that the IT security measures taken correspond to the state of the art and that sufficient technical and organizational data protection is guaranteed.
5. Official documents, data and information in any form must be protected from unauthorized access by third parties when working remotely, and must be transported and stored securely.
6. Prior to commencing mobile work, the employee shall take note of the data protection regulations and risks, see [Handout on data protection and IT security for mobile work at TU Dresden](https://tu-dresden.de/tu-dresden/organisation/zentrale-universitaetsverwaltung/dezernat-3-zentrale-angelegenheiten/sg-3-5-informationssicherheit/mobiles-arbeiten).

## § 7 Occupational safety

1. Prior to commencing mobile work, the employee shall take note of the health and safety aspects of the Unit Occupational Health Services, see [Useful tips for mobile working](https://tu-dresden.de/tu-dresden/organisation/zentrale-universitaetsverwaltung/dezernat-9/gesundheitsdienst/angebote/tipps-fuer-das-arbeiten-von-zu-hause).
2. The German Workplace Ordinance (*Arbeitsstättenverordnung*) does not apply to mobile work.

**II. Regular mobile work**

## § 8 Requirements

1. Regular mobile work must be applied for by the employee.
2. If the requirements pursuant to § 3 are met, the supervisor and the employee shall sign an individual written agreement within three weeks in which the details (see § 9 para. 1) are regulated; for a sample, [see the appendix](https://www.verw.tu-dresden.de/VerwRicht/Formulare/download.asp?file=mobile_Arbeit.pdf). The agreement shall be limited in time. Upon request, the agreement may be extended.
3. After both parties have signed the agreement, the supervisor must submit a copy/scan of the agreement to the following email address MobileArbeit@tu-dresden.de of Directorate Personnel for information and filing in the personnel file.
4. If the supervisor intends to deny a request for regular mobile work, they must notify the Directorate Personnel immediately via MobileArbeit@tu-dresden.de and provide substantiated reasons for this. Directorate Personnel shall immediately initiate a participatory procedure in accordance with § 80 para. 1 no. 17 SächsPersVG (Saxon Staff Representation Act). The supervisor and Directorate Personnel as the responsible organizational unit of TU Dresden shall ensure that the application is processed within four weeks of the supervisor's receipt of the application.

## § 9 Location, distribution and availability during working hours

1. The location and distribution of the working time between workplaces inside and outside TU Dresden shall be determined between the supervisor as the representative of TU Dresden and the employee in the agreement pursuant to § 8. The Working Hours Act (or, for civil servants in pay grade A, the Saxon Working Hours Ordinance) and the service agreement on flexible working hours must be observed.
2. Working on site at TU Dresden shall comprise the majority of the individual's monthly working time. Exceptions can be agreed upon in individual cases.
3. In order to ensure availability for on-duty queries, communication times and channels shall be agreed between the employee and the responsible supervisor. Availability shall be limited to the agreed communication times.
4. If the employee is called into TU Dresden during regular mobile work due to urgent operational requirements, the commuting time shall be considered working time. Any resulting travel expenses will not be reimbursed. The employee's concerns must be taken into account.

## § 10 Termination

1. TU Dresden is entitled to terminate the agreement pursuant to § 8 para. 2 before its expiry if there are serious grounds to do so. Serious grounds for termination are assumed to exist in particular if one of the requirements specified in § 3 is no longer met or if the employee violates the service agreement or the agreement based on it pursuant to § 8. If the agreement is terminated before its expiration date for reasons beyond the employee's control, the employee shall be given six weeks to adjust to the changed circumstances. If TU Dresden intends to terminate the agreement, the Personnel Representation Council must be involved in the process analogous to § 80 para. 1 no. 17 SächsPersVG (Saxon Staff Representation Act). In the case of employees with disabilities or employees with equivalent status according to the German law, the Representative of Employees with Disabilities must be consulted.
2. In addition, employees have the right to terminate the agreement pursuant to § 8 with four weeks' notice and to return to the workplace at TU Dresden. Employees must not suffer any disadvantage as a result of exercising their right of termination.
3. Regular mobile work shall end upon expiry of the term of the agreement, automatically upon termination of the underlying service or employment contract, or in the event of termination of the agreement pursuant to § 8. If both parties agree, regular mobile work can be terminated at any time.

# III. Occasional mobile work

## § 11 Requirements

1. Occasional mobile work can be agreed upon for cases that occur in a given situation, i.e. not at regular times and not with a fixed scope.
2. Occasional mobile work can be coordinated and agreed upon by supervisors and staff.
3. Employees must apply to the supervisor in good time before the start of the occasional mobile work, i.e. usually two days beforehand. They must indicate the date, the scope of time, and their availability (by telephone or email). Coordination with the immediate colleagues should take place in advance. The supervisor shall immediately notify the employee of their decision in accordance with the requirements set out in § 3. For insurance reasons, the supervisor should confirm a verbal agreement by email.
4. Occasional mobile work shall not exceed five consecutive work days. § 9 para. 2 shall apply accordingly.

# IV. Additional stipulations

## § 12 Liability

1. The liability of employees in mobile work is governed by the applicable legal and collective bargaining provisions. If work equipment or technical equipment provided is damaged, both the employees and the members of the household shall only be liable if the damage was caused intentionally or by gross negligence. Any damage must be immediately reported to TU Dresden.
2. In case of accidents while working remotely as well as accidents on the way to the workplace at TU Dresden, the Free State of Saxony is liable according to the general regulations.

## § 13 Severability clause

1. Should individual provisions of this service agreement be or become ineffective, the remaining provisions shall still apply.
2. In such cases, both parties are obliged to agree on an effective provision that comes as close as possible in meaning to the invalid provision.

## § 14 Entry into force, termination, survival clause

1. This service agreement shall come into force on the date of its signature.
2. The service agreement will be evaluated two years after its entry into force.
3. It can be terminated by either party in accordance with § 84 SächsPersVG. Upon receipt of the notice of termination, negotiations on a new agreement shall be commenced without delay. After a termination, the provisions of this service agreement shall continue to apply until a new service agreement is signed. Amendments by mutual consent can be made at any time.
4. In case of termination of the service agreement, existing agreements pursuant to § 8 para. 2 and § 11 para. 3 shall remain unaffected.

Dresden, June 22, 2021 Dresden, June 22, 2021 Dresden, June 22, 2021

signed Prof. Dr. Ursula M. Staudinger signed Dr. Andreas Handschuh signed Bernhard Chesneau

Rector Chancellor Chair of the Personnel

 Representation Council