

Guideline on recruitment and employment of student and research assistants

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Guideline part A: Legal basis and employment conditions

1. Legal basis of employment

The employment relationship for student and graduate assistants is regulated according to all relevant legal provisions such as the *Hochschulgesetz Rheinland-Pfalz* (Higher Education Act Rhineland-Palatinate, section 64: tasks), the *Richtlinien der Tarifgemeinschaft deutscher Länder über die Arbeitsbedingungen der wissenschaftlichen und studentischen Hilfskräfte* (Guidelines of the Employers' Association of German states on student and graduate assistants' working conditions, level of remuneration) the *Wissenschaftszeitvertragsgesetz* (German Academic Fixed-Term Contract Act, fixed-term employment) and sections 3, 23(4) and 37 of the Collective Agreement for the Public Service of the German States (*Tarifvertrag für den öffentlichen Dienst der Länder – TV-L*). Please note that all regulations are only available in German.

According to **§ 64 Hochschulgesetz Rheinland-Pfalz (HochSchG)**, individuals who have successfully completed a university degree or advanced students (student assistants) can be employed as research assistants (applies to artistic subjects as well).

They are **charged with** supporting the university teaching staff or, in justified cases, other research and artistic staff in their official duties as well as supporting students in achieving their degrees under the professional supervision of the university teaching staff. At the same time, these duties also further the candidate's own training and education.

In addition, several **TV-L** paragraphs are applicable. The most important is **§ 37 TV-L Ausschlussfrist** (exclusion period) according to which claims become void for both parties (employee and employer) 6 months after the due date. This is, for example, the case if the contract is signed (too late) by the employee in the 7th month of employment. Entitlement to remuneration for the 1st month ceases to apply!

According to § 98 Satz 2 in combination with § 81 Landespersonalvertretungsgesetz LPersVG (Staff Representation Act), student and research assistants may apply informally and promptly for **inclusion of the staff council** in all instances that concern them (e.g. employment, further employment etc.).

It must be noted that the staff council, in the context of co-determination, is granted a grace period of up to 18 working days (§ 74 Abs. 2 LPersVG).

2. Conditions for employment

- Student assistants without a university degree
 - o Matriculation at a **German** university

- Research assistant with a university degree
 - o University degree, e.g. Bachelor, Diploma, Magister or an equivalent degree from a foreign university
 - o Once you have obtained a PhD, you can no longer be employed as a research assistant

3. Required documents for employment

Student/graduate assistants at the Johannes Gutenberg University Mainz are employees of the state of Rhineland-Palatinate. Various documents are required for successful employment and remuneration. These must be handed in to the HR department. The HR department cannot process your application, or can only do so with delay, if you have not submitted these documents.

When applying for employment, please hand in the following documents:

- ID card/Passport; if applicable: marriage certificate/birth certificate of children (two copies) I
- current certificate of student status with subject (two copies) c
- [Personal details form](#) (one copy) P
- [Personal information sheet for Landesamt für Finanzen](#) (one copy) P
- social security card (one copy) S
- For non-EU citizens (see also below):
 - o passport (two copies) P
 - o Valid residence permit with remark stating that student part-time work or research assistant work is permitted (one copy) C
- certificates from all degrees (two copies) C

In the case of foreign degrees, the following is additionally required (two copies per document):

- o if applicable:
 - Certificate of recognition of foreign degree; issued by JGU Mainz as part of the matriculation process (copies)
- o alternatively:
 - Certificates from all degrees in the original language and if necessary, all preceding tests, transcript of records and diploma supplements (copies)
 - Translation of the certificates, translated by an officially appointed translator in German or English (copies)
 - CV – curriculum vitae

a) Special case: students with a residence permit (students from non-EU countries):

Students from non-EU countries require the following documents for the planned duration of employment:

- a valid residence permit
- including the supplementary sheet which permits employment as a student/research assistant

In the case of non-EU citizens, it is very important to make sure that expiring residence permits are renewed prior to expiration to avoid a suspension of the contract!

Please note that it can take up to eight weeks before you are given an appointment at the Citizens Registration Office (Bürgeramt).

If you have not received your residence permit yet, you require a temporary certificate, issued by the Citizens Registration Office, which states that residence is permitted and that employment as a student/research assistant is permitted.

You are not allowed to work as long as you have not submitted a valid residence permit, which permits employment to the HR department.

4. Regulations for fixed-term contracts

Fixed-term contracts for student and graduate assistants are based on the legal regulations in the Academic Fixed-Term Employment Act (Wissenschaftszeitvertragsgesetzes – WissZeitVG).

In accordance with section 6 WissZeitVG, fixed-term contracts with a duration of up to a maximum of **six years** can be concluded with **student assistants without a degree** as well as **graduate assistants with a degree (e.g. Bachelor, Master without accreditation, degrees from universities of applied science or comparable degrees)** who are enrolled in degree programs that result in a further professional qualification (e.g. Master, additional Bachelor degree) **at German universities**. Renewals of fixed-term contracts are possible within the permitted limitation period.

All relevant contracts are included in the maximum employment limit (including contracts at other German universities or research institutions concluded in accordance with section 5 WissZeitVG), irrespective of the number of hours.

Graduate assistants with a degree that enables **access to the fourth-tier functions** (formerly senior service) (e.g. **Master with accreditation, German university diploma, Magister, state examination or similar**) can also be offered fixed-term contracts for a maximum of **six years** in accordance with section 2 (1) WissZeitVG.

It must be noted that all relevant contracts at German universities and universities of applied science or research institutions concluded in accordance with section 5 WissZeitVG, as well as respective temporary and private contracts for civil servants concluded in accordance with section 3 WissZeitVG, must be included in the maximum employment limit with more than one quarter of regular working hours.

Contracts concluded in accordance with section 6 WissZeitVG (see above) are not included in the six-year maximum employment limit as defined in section 2 (1) WissZeitVG.

Guideline part B: General information

1. Remuneration of student/research assistants

Remuneration is based on the guidelines of the Employers' Association of German states on student and graduate assistants' working conditions. Since 01/04/2019, the hourly wage for assistants is as follows:

-	without a university degree	10,44 € /hour	W
-	with a degree (in higher service, e.g. Bachelor, Master without accreditation)	12,14 € /hour	W
-	with a degree (in senior service, e.g. Master, Diploma, Magister, State Exam.)	16,49 € /hour	W

An increase in the fee is planned for 01.04.2020 and 01.04.2021.

You will be paid for the current month at the end of every month (including possible additional payments). Provided that all documents necessary for remuneration have been submitted to the Landesamt für Finanzen in Koblenz - LfF14 - (regional financial authority, formerly OFD) by the end of the previous month.

Example:

Ms Mustermann is employed from 01/04 - 31/07

The signed contract with all documents have been submitted to the Landesamt für Finanzen until 10/04. Payments for April will be made on 30/04. If the contract is submitted later, then the payment will be made at the end of May at the earliest. This also applies to contracts with missing or not completely filled out documents.

For technical reasons, the Landesamt für Finanzen in Koblenz - LfF Koblenz cannot arrange additional deadlines and payment dates.

The student or graduate assistant will receive a statement from the **Landesamt für Finanzen Koblenz – LfF** showing the amount paid as well as the deductions. If there is no change in the gross or net amount in the following month, no new statement will be issued.

The official in charge that is named on the statement is available to answer questions regarding pay statements, income tax deductions as well as questions regarding social security. On the pay statement, you can also find your ID number that will be assigned and sent to you after you have successfully been employed.

2. Working hours

The working hours are stipulated in the contract. You are not permitted to work more than 19 hours per week.

If working hours exceed 20 hours in total, for example due to additional work contracts (not related to the Johannes Gutenberg University Mainz, e.g. in the catering industry), the student is subject to paying social security contributions in full, as the majority of manpower is expended on work and not study.

Other conditions apply for night work, weekend shifts or holiday work.

For more information on these cases, please contact Landesamt für Finanzen in Koblenz.

3. Incapacity to work/illness

The head of the institute must be immediately informed about incapacity to work. If incapacity to work persists for longer than three days, you must prove this by presenting the institute with a certificate from the doctor. The certificate of incapacity for work as well as a certificate indicating a change in health status must always be handed in to the HR department.

Sickness benefits are paid up to and including the sixth week of incapacity to work, however, not after termination of the contract.

Please note that sick days **do not** need to be made up!

4. Annual special payment

Student and graduate assistants will receive an annual special payment (section 20 TV-L) as long as they have a valid working contract as of the 1st of December. The annual special payment for a student or graduate assistant amounts to:

- | | |
|--|------|
| - without degree | 80 % |
| - with a bachelor's or comparable degree | 80 % |
| - with a master's or comparable degree | 50 % |

The claim is reduced by one twelfth per calendar month for which the assistant is not entitled to remuneration. The basis for calculation of the annual special payment can be found in section 20 section 3 TV-L.

The special payment will automatically be paid out by the Landesamt für Finanzen to the assistants. The LfF is also the point of contact for any questions regarding the annual special payment.

Important – please note:

Annual special payments are converted to months of employment for the assessment of marginal employment. Therefore, it is possible to exceed the monthly income limit of € 450 due to the annual payment.

5. Vacation / Public holiday regulation

Student/graduate assistants are entitled to vacation time. Vacation entitlement is based on section 3 Bundesurlaubsgesetz (federal vacation law). The place of employment (the department, institute or academic institution) is responsible for calculation and approval of vacation time. You must apply for vacation time at your respective workplace. The person responsible at your workplace approves or denies vacation time.

Calculation of vacation time:

Statutory holiday entitlement is four weeks of vacation time (VT). Days worked per week are relevant for the calculation of vacation time, not the hours outlined by the contract.

If you work

6 days a week	you are entitled to 24 days of VT	(= 4 weeks)
5 days a week	you are entitled to 20 Tage of VT	(= 4 weeks)
4 days a week	you are entitled to 16 Tage of VT	(= 4 weeks)
3 days a week	you are entitled to 12 Tage of VT	(= 4 weeks)
2 days a week	you are entitled to 8 Tage of VT	(= 4 weeks)
1 day a week	you are entitled to 4 Tage of VT	(= 4 weeks)

If you only worked part-time during the year, your vacation entitlement in respect to employment time will be divided by twelve. Partial vacation days that equal at least half of a vacation day are rounded up to a full day.

The vacation entitlement is calculated as follows

$$\frac{\text{Vacation entitlement for } X \text{ working days} \times \text{number of months in employment}}{\text{divided by 12}}$$

Example:

Ms Mustermann works 8 hours per week from 01/04 – 31/07 She always comes in on Monday and Friday (= 2 working days per week). Her vacation entitlement is:

$$\frac{8 \text{ days of VT} \times 4 \text{ months of employment}}{\text{divided by 12}} = 2,66 \text{ vacation days (rounded up to 3 days)}$$

Public holiday regulation:

It must be noted that in the case of fixed weekly days (e.g. Monday and Friday), times that coincide with a public holiday (e.g. Whit Monday, Good Friday) do not need to be made up for and that these days are not factored for calculation of vacation time.

If a student/research assistant does not work on fixed weekly days, but works flexibly, the weekly working hours are reduced by one-fifth per public holiday.

6. Mandatory social security

As a rule, student and graduate assistants are subject to social security deductions within the contract regulations. There are, however, exceptions to this rule when one of the following situations is at hand:

a) Short-term employment

Employment is short-term when the employment lasts a maximum of three months or 70 days in one calendar year.

However, the employment is not considered short-term if the pay amounts to more than € 450 and the employment is performed professionally (meaning that it is economically significant or is used to earn

a living.) As a rule, it is assumed that the employment is not professional for student/graduate assistants.

As long as all requirements are fulfilled, the employees are exempt from social security regardless of wages or hours worked.

b) Marginal employment

The requirement for marginal employment is that the monthly wage (including the annual bonus) amounts to a maximum of € 450. The wages of many marginal employment jobs will be added together.

In this case, the employees are exempt from health, nursing and unemployment insurance.

In principle, compulsory pension amounts to 3.7% of the monthly wages (although the minimum is € 33.08). However, this can be waived upon application.

c) Working student

The requirement for insurance as a working student is to have regular student status. The student/graduate assistant has to currently be enrolled and the time and working hours must predominately take place during the course of the degree program (a study period of up to 25 semesters per program of study and a working time of less than 20 hours per week – exceptions during semester break possible).

In this case, assistants are exempt from health, nursing and unemployment insurance, as well as compulsory pension (normal share 9.35%.) An exemption from this is not possible. The share of the pension is reduced by applying the sliding-scale clause (see next paragraph – earnings between € 450.01 and € 850.)

In the case that none of the three constellations are applicable, it is compulsory to be insured for all branches of social security. With earnings between € 450.01 and € 1.300 (transition area), the student or graduate assistant contributes a reduced share that continuously increases (approximately 4% of earnings for € 450.01 and approximately 21% for € 1.300).

The examination for compulsory insurance is done by the Landesamt für Finanzen (LfF) and counseling is not possible at the HR department.

7. Maternity leave/parental leave

You must immediately inform the HR department if you are pregnant!

The legislation on maternity leave (Mutterschutzgesetz), parental allowance (Bundeselterngeldgesetz) and parental leave (Elternzeitgesetz) (BEEG) also applies to student/research assistants.

Employees whose contracts are concluded according to § 2 Abs. 1 WissZeitVG are entitled to an extension of their contract for periods in which the employee is prohibited from working according to the legislation on maternal leave and for parental leave without employment if these periods coincide with the current contract.

8. Termination of employment

Employment ends with the day specified as the termination date in the contract.

Employment may be **terminated with notice** (4 weeks) prior to the 15th or the end of a calendar month.

If employment must be terminated at short notice and not within the regular cancellation period, the place of employment (institute/academic institution) may approve a **cancellation agreement**. The necessary form is available on the website for student/graduate assistants under "weitere Dokumente und Informationen" (further documents and information).

9. Working time recording / Minimum Wage Act

Working hours need to be recorded (at least) every week because the employer is required to record the beginning, end and duration of the daily working hours of these employees no later than the seventh day following the hours worked and to keep these records for at least two years starting from the recorded date (section 17 Act Regulating a General Minimum Wage/Mindestlohngesetz - MiLoG)

Section 17 of the MiLoG generally applies to student and graduate assistants who work 10 hours per week or less. This means that working time must be recorded for this group of people and that these documents must be retained.

Additionally, the working hours of assistants for externally funded projects must be recorded, regardless of how often they work. Documents for externally funded projects must be retained and stored in a separate location for 10 years after the project has been completed. The assistant's recorded working hours are included in these documents. If you are working for an externally funded project, please therefore also give a copy of your hours worked to the management of the project.

The HR department has developed a form in which to directly record all necessary information; this form must be verified by the superior and decentrally stored in the faculty. The form is available on the website for student/graduate assistants.

However, the HR department is open to alternative forms of organization, in particular if individual faculties prefer an electronic solution. The most important factor is that the records are stored decentrally in the faculty.

Please contact your respective department to find out about recording working time and how to proceed from there!

Guideline part C: Instruction on official duties

Your signature on the personal details form confirms that you have taken notice of the following explanations.

1. Instruction on the duty of loyalty to the constitution in civil service

In accordance with section 3 TV-L in analogous application of section 49 Landesbeamten-gesetz Rheinland-Pfalz - LBG (Civil Service Act Rheinland-Pfalz), you are required to commit and uphold the free democratic basic order as defined by the German constitution in all your actions and through your overall conduct.

Guiding principle 2 of the Federal Constitutional Court of Germany, decision of 22.05.1975 - 2 BvL 13/73 - (collection of decisions made by the Federal Constitutional Court Vol. 39 page 334) states that "political duty of loyalty requires more than a mere formally correct, uninterested, cold, dissociated attitude toward state and constitution; in particular, political duty of loyalty requires civil servants to explicitly reject groups and endeavors that attack, combat and defame the state, constitutionally established authorities and the current constitutional order. Civil servants are expected to recognize and advocate the state and the constitution as a positive asset."

According to the case law of the Federal Constitutional Court (cf. judgment of 23.10.1952, ref: 1 BvB 1/51, collection of decisions made by the Federal Constitutional Court Vol. 2 page 1 et seq.; judgment 17.08.1956, ref: 1 BvB 2/51, collection of decisions made by the Federal Constitutional Court Vol. 5 page 85 et seq), free democratic basic order as defined by the German constitution is an order which represents a regime in accordance with the rule of law without any form of violence or arbitrary rule based on self-determination of the people according to the will of the majority, and freedom and equality. Free democratic basic order is the opposite of a totalitarian state, which, as an exclusive regime, rejects human dignity, freedom and equality. The basic principles of this order include, in particular:

- Respect for the human rights set out in the German constitution, in particular the right of the individual to life and free development of their personality
- Sovereignty of the people, separation of powers, and accountability of the government
- Legality of administration and independence of the courts
- The multi-party principle and equal opportunities for all political parties
- The right to constitutionally establish and exercise opposition

Participation in endeavors which are contrary to the above mentioned principles of a free democratic basic order is incompatible with the duties of civil servants. It is irrelevant if these endeavors are carried out as part of an organization or individually.

Applicants for civil service positions who take part in or support anti-constitutional endeavors will not be employed.

Civil servants and judges who commit such a breach of duty must be aware that disciplinary proceedings will be instigated against them with the aim of their removal from the civil service. In such cases, employees must be aware that their employment will be terminated without notice.

By signing the application, I hereby expressly declare that I accept the principles contained in the instruction relating to the free democratic basic order as defined by the German constitution and that I

am prepared in all my actions and through my overall conduct to commit myself to and uphold the free democratic basic order as defined by the Germany constitution at all times.

I expressly affirm that I do not support endeavors which are against the free democratic basic order or one of its above-mentioned fundamental principles and that I am not, and have not been in the last five years, a member of an organization opposed to this order.

I am aware that any breach of these duties of service and loyalty would result in my dismissal from the civil service.

2. Declaration on compensation for damages to property

I have been informed that the Federal State of Rhineland-Palatinate is not liable for loss of private property in the work place.

At most, items of clothing and objects of everyday use that are necessary for work and are normally brought in to work may be compensated according to section 70 (1) LBG.

The prerequisite for this, however, is that the event which caused the damage went hand in hand with direct physical endangerment.

3. Implementation of the Disabled Persons Act

I have been informed that I am only protected by the Disabled Persons Act if I inform the HR department of an existing severe disability and hand in relevant official proof. Furthermore, I must immediately and without being asked inform the HR department of any change in my disability.

4. Pledge

I pledge to perform my duties conscientiously, to safeguard the German constitution and to remain compliant with the law.

5. Obligation to comply with data secrecy according to section 8 LDSG und section 5 BDSG

1. I hereby undertake to comply with data secrecy according to section 8 Landesdatenschutzgesetz - LDSG (State Data Protection Act) and section 5 Bundesdatenschutzgesetz - BDSG (Federal Data Protection Act).
2. I am aware that it is prohibited to process or disclose without authorization any protected personal data for any other purpose than legal performance of duties. This obligation remains valid even after termination of the contract.
3. I have been informed that I must further comply with any other obligations of confidentiality that are based on legal requirements as well as the data secrecy requirements.
4. I am aware that violations of the obligation to maintain data secrecy may be punishable by fine or incarceration according to section 37 LDSG and sections 43/44 BDSG. Criminal liability according to other regulations, e.g. sections 203; 353 b Strafgesetzbuch (StGB) remains unaffected.

5. The obligation explanation, the data secrecy requirements, the Landesdatenschutzgesetz (State Data Protection Act) and the Bundesdatenschutzgesetz (Federal Data Protection Act) are available at: <http://www.verwaltung.zentrale-dienste.uni-mainz.de/29.php>

6. Combating corruption in public administration

I am aware that corruption or corrupt behaviour may have serious criminal ramifications and that I, as an assistant, may face consequences under labour law, culminating in instant termination.

7. General declarations

I hereby confirm that

- a) there are no pending preliminary investigations, criminal proceedings due to felonies or offences, or disciplinary proceedings concerning me
- b) I am not in debt (with no corresponding equivalent)
- c) my personal economic affairs are in order.

8. Assignment of damage claims

If the employee can claim damages for loss of earning, incurred through incapacity to work, from a third party due to legal provisions, the employee must transfer the damage claims to the employer if the employer continued to pay the employee the contractual remuneration including other provisions.

9. Maintenance of the entitlement to full unemployment benefits

In order to maintain your entitlement to full unemployment benefits, you are required to personally register with the Employment Agency as seeking employment three months before this contractual relationship terminates. Should the time between notification of the date of termination and the date the employment relationship ends be less than three months, you must register within three days of termination date disclosure. You will continue to be obligated to register as early as possible even if your employer has stated that there may be chance that the employment or training relationship shall continue. You will also be still obligated to actively search for employment.