

Instruction on official duties



surname, given name:s

General information

Employees are to fulfil their employment duties according to the provisions of their employment contract and the collective agreement for the public service of the federal states (*Tarifvertrag für den öffentlichen Dienst der Länder, TV-L*) as well as any collective agreements that modify, supplement or replace this. Employees are to follow all instructions issued by the employer or any line manager appointed within the scope of the employer's managerial authority or authority to issue orders. The contractually owed performance is to be carried out conscientiously and properly in line with the institution's objectives, in particular with the specific requirements of research, teaching and further education (Section 3 (1) as specified in Section 40 No. 2 (1) of the TV-L).

All requests, submissions and complaints are to go through the hierarchical channels.

Accepting gifts or gratifications

Employees are not allowed to accept gratifications, gifts, commissions or other benefits from third parties in connection to their work. Exceptions are only possible with the employer's approval. Should such benefits be offered to employees, they are obliged to immediately inform their employer (Section 3 (3) of the TV-L).

Against the backdrop of corruption prevention, it is to be noted that items owned but discarded by the University cannot be sold or given to employees as a rule and thus cannot pass into the ownership of employees (see also the relevant explanatory notes on the Aussonderungsantrag form; in German): https://www.uni-due.de/verwaltung/organisation/wifi_dokumente.php

Absence from work/reporting that you are ill at UDE

Please take note of Section 5 of the Continued Remuneration Act (Entgeltfortzahlungsgesetz):

§ 5. Obligation to notify and produce proof¹

(1) *The employee is obliged to notify the employer immediately about any incapacity for work and the expected duration. Should the duration exceed three calendar days, the employee is obliged to provide a medical certificate confirming the incapacity for work and its expected duration on the following workday at latest. The employer is entitled to require provision of the medical certificate earlier. Should the incapacity for work continue beyond the period stated on the medical certificate, the employee is obliged to provide a new medical certificate. If the employee is insured by a statutory health insurance provider, the medical certificate must contain a note from the attending physician stating that the health insurance provider will be sent a copy of the certificate with information on the diagnostic findings and the expected duration immediately.*

(1a) ¹Sentences 2–5 of item 1 do not apply to employees who are insured through a statutory health insurance provider. ²These employees must have their incapacity for work and its expected duration confirmed by the deadlines stated in Sentences 2–4 of item 1 and obtain a medical certificate in accordance with Sentence 2 or 4 of item 1. ³Sentences 1 and 2 do not apply

1. to people in marginal employment (geringfügige Beschäftigung) in private households (Section 8a of the German Social Code, Book IV), and
2. in cases in which the incapacity for work was confirmed by a doctor who does not participate in the statutory health insurance system.

¹ Please note that this translation is our own and is provided for your information only.

- (2) *Should the employee be abroad at the onset of the incapacity for work, they are obliged to inform the employer about the incapacity for work, the expected duration and the address where they are currently residing through the quickest possible means of communication. Any costs arising from this communication will be borne by the employer. Furthermore, if the employee is insured by a statutory health insurance provider, the employee is required to inform the health insurance provider immediately about the incapacity for work and its expected duration. Should the incapacity for work continue beyond the expected duration, the employee is obliged to inform the health insurance provider about the expected continuation of the incapacity for work. Statutory health insurance providers may determine that the employee can also fulfil their obligations of disclosure and notification in accordance with Sentences 3 and 4 towards a foreign social insurance agency. Paragraph 1 Sentence 5 does not apply. Should an employee who is incapacitated for work return to Germany, they are obliged to inform their employer and their health insurance provider immediately about their return.*

Notes on reporting that you are ill at the UDE

Staff who are ill are obliged to inform the UDE of their incapacity for work and its anticipated duration without delay.

Corresponding information must be communicated to the relevant line manager by 10 am at the latest. If an email containing such notification is sent to the line manager only, the line manager is to forward it to the krankmeldung@uni-due.de group mailbox immediately. If a member of staff reports sick by phone, the line manager is responsible for sending a notification of illness to the krankmeldung@uni-due.de group mailbox. It is not necessary to send the information separately to the responsible sick leave administrator, so this step can be left out.

Please facilitate a quick allocation of your email by specifying your organisational unit (division, faculty, central service or facility) in the subject line.

In case of a work-related accident, please also inform the [Staff Unit for Occupational Safety & Health and Environmental Protection](#).

Please find further information about reporting an illness at [Absences: Illness \(uni-due.de\)](#)

Cut-off period

Any claims arising from the employment contract expire if they are not asserted in writing within a cutoff period of six months after the due date by either the employee or the employer. For the same case, a one-time assertion of the claim is also sufficient for benefits due at a later date (Section 37 (1) of the TV-L).

Commitment to the free democratic basic order

Employees must show commitment to the free democratic basic order as defined by the German Basic Law (Grundgesetz) in their entire conduct (Section 3 (1) as specified by Section 40 No. 2 (1) of the TV-L).

Instruction on data protection

In addition to the existing legal regulations on confidentiality, you are also bound by the provisions of the General Data Protection Regulation (GDPR) and the State Data Protection Act NRW (DSG NRW) due to the type of tasks you perform. In accordance with these laws, you are forbidden from processing protected personal data without authorisation for any other purpose than that required for the legitimate fulfilment of your tasks.

Protected personal data is any information relating to an identified or identifiable natural person (especially students, staff or contractors, for example).

In accordance with the statutory provisions, you must be placed under obligation to comply with these regulations. This obligation continues to be binding even after you leave the service of this University. Any breaches of these obligations are punishable by custodial sentences or fines in accordance with Sections 33 and 34 of the DSG NRW and other relevant legal provisions.

Links to the GDPR and the DSG NRW are available on the UDE data protection webpages² for your information.

² Link: <https://www.uni-due.de/verwaltung/datenschutz/links-und-tipps.php>.

The protection of personal data in accordance with the GDPR and the DSG NRW extends to personal data saved in automated or manual files (e. g. storage media, card indexes, registers, archives, forms). This protection also extends to all processing methods used for such data. The data protection measures that result from these obligations of data protection concern files and other means that contain or process personal data.

Data carriers, documentation and processes of any kind are to be secured against unauthorised access from inside or outside the University's premises. The respective existing security provisions and the corresponding instructions from the responsible line managers are to be observed.

It is in your interest and in the interest of the University that, in addition to observing the statutory obligations in accordance with the DSG NRW, the internal confidentiality regulations and the principles of proper data processing, the responsible line managers, the Data Protection Officer and the Chief Information Security Officer are immediately informed about any shortcomings in data protection or data security and any compliance issues.

Employees who process personal data as part of their tasks are hereby also instructed on the following:

Personal data may only be processed if permitted by consent or by law, or if the processing of this data is mandatory.

The principles of the GDPR concerning the processing of personal data are established in Article 5 (1) of the GDPR and generally comprise the following obligations:

Personal data must be

1. processed lawfully and in a transparent manner in relation to the data subject;
2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
3. adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed ('data minimisation');
4. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Personal data may therefore only be processed in accordance with the controller's instructions. In addition to individual instructions from line managers, the following are also considered such instructions: organisational policies, process descriptions, flow charts, works agreements, general administrative instructions and official documentation and handbooks.

Any breaches of this obligation are punishable by fines and /or custodial sentences. Claims for damages (under civil law) may also result from culpable breaches of this obligation.

Data security (information from the ZIM)

The Centre for Information and Media Services (ZIM) continuously publishes information on current threats with regard to phishing, security vulnerabilities and other security-critical IT issues on the 'ZIM Sicherheit' page. Please regularly check this page for updates at

<https://www.uni-due.de/zim/sicherheitsmeldungen.php>

House rules

The house rules of the UDE, dated 18 July 2019, can be accessed at https://www.uni-due.de/imperia/md/content/zentralverwaltung/bereinigte_sammlung/2_50.pdf (in German). The provisions stipulated there are to be followed.

Sick pay in case of claims for damages against third parties

Please note the following regulation from Section 6 of the Continued Remuneration Act (*Entgeltfortzahlungsgesetz*):

6. Subrogation in case of third-party liability³

- (1) *If the employee is entitled on the basis of statutory regulations to claim damages from a third party for loss of earnings caused by incapacity for work, the claim is transferred to the employer to the extent that, in accordance with this Act, the employer has continued to pay the employee's remuneration and all employer contributions to the German Federal Employment Agency, all employer shares of the contributions to social security and long-term care insurance, as well as to institutions for additional retirement provisioning and survivors' pensions.*
- (2) *The employee must provide the employer with all necessary information without undue delay to assert the claim for damages.*
- (3) *The subrogation according to Paragraph 1 cannot be asserted to the employee's disadvantage.*

Flexible working hours

Employees who participate in the flexible working hours system are advised that they must observe the rules contained in the Agreement on Flexible Working Hours that applies specifically to them (available at [Dienstvereinbarungen](#)). Working hours on campus must, without exception, be booked on the time recording device closest to the employee's place of work.

Sideline activities

Employees are to inform their employer in writing and in advance about any sideline activities. The employer may prohibit or impose limits on the sideline activity if it may interfere with the employee's performance of contractual duties or the legitimate interests of the employer. An obligation to surrender (parts of) the remuneration received for sideline activities may be imposed on sideline activities in the public service in accordance with the legal provisions that apply to the employer (Section 3 (4) of the TV-L). A summary of FAQs (*FAQs zum Thema Nebentätigkeiten für Tarifbeschäftigte*; in German) as well as the forms for the notification of a sideline activity (*Anzeige einer Nebentätigkeit bei Tarifbeschäftigten*; in German) can be found at this address:

https://www.uni-due.de/verwaltung/organisation/peo_dokumente.php

Obligations when leaving the University employ/ending the employment relationship

Upon the end of their employment relationship with the UDE, employees must, without being requested to do so, return their staff ID card, all keys/fobs they were issued to access rooms or containers if applicable and all other items, especially technical devices, that were provided to them and are the property of the University. As a rule, such items are to be returned to the line manager. Confirmation that the items have been returned can be issued upon request.

Liability for damages

In accordance with Section 3 (7) of the TV-L, the regulations regarding liability for damages that apply to civil servants of the relevant federal state are equally applicable to employees employed under collective agreements.

Section 48 of the Civil Service Status Act (*Beamtenstatusgesetz*) stipulates that civil servants who breach the obligations incumbent on them intentionally or through gross negligence have to compensate the employer whose duties they have performed for the resulting damages. Should several civil servants have caused the damage collectively, they are to be jointly and severally liable.

Supplementary regulations, especially regarding periods of limitation, can be found in Section 80 of the State Civil Service Act of NRW (*Landesbeamtengesetz NRW*).

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Confidentiality

In accordance with Section 3 (2) of the TV-L, employees are to maintain confidentiality with regard to matters whose non-disclosure is required due to legal regulations or is ordered by the employer. This continues to apply after the employment contract has ended. Furthermore, employees are obliged to maintain confidentiality regarding matters whose non-disclosure is required by their very nature.

I have been made aware of the regulations and provisions named above. I have been notified that I am obliged to regularly inform myself about all duties that arise from my employment contract, that I cannot claim ignorance of the relevant provisions, and that all information about new or modified regulations and obligations is available in the Personnel and Organisation Division's download area (https://www.uni-due.de/verwaltung/organisation/peo_dokumente.php) under the section 'Dienstpflichten'.

The laws, decrees, collective agreements, etc. that govern my employment contract can be viewed in the University Library or with the responsible personnel staff member.

Today I have been placed under the obligation to not only maintain confidentiality in accordance with Section 3 (2) of the TV-L, but also to maintain confidentiality regarding matters whose non-disclosure is required by their very nature.

I have received a copy of this instruction.

date signature