

Translation from German

**Collective Bargaining Agreement  
for University Staff**

**2018**

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## **Part 1**

### **General Provisions**

#### **Article 1 Parties to the Agreement**

Dachverband der Universitäten [umbrella organisation of the universities], c/o Österreichische Universitätenkonferenz [Universities Austria], 1040 Vienna, Floragasse 7/7, on the one part, and Österreichischer Gewerkschaftsbund [Austrian Trade Union Federation], Union of Public Services, A-1010 Vienna, Teinfaltstrasse 7, on the other part, are parties to this Collective Bargaining Agreement.

#### **Article 2 Applicability**

- (1) This Collective Bargaining Agreement shall apply
- (a) **geographically** to the territory of the Republic of Austria;
  - (b) **organisationally**, to all universities belonging to the umbrella organisation as employers as defined in Section 6 of the Austrian Universities Act 2002 [*Universitätsgesetz/UG*];
  - (c) **personally** to all university staff whose employment relationship with the University was established after 31 December 2003 or whose employment relationship was transferred to the University as defined in Section 134 *UG*.
- (2) In addition, this Collective Bargaining Agreement shall also apply to
- 1. University staff whose employment relationship had been established with the University's legal predecessor before 1 January 2004 and who signed a transfer agreement as defined in Section 126 para 5 or para 7 *UG* within three years of entry into force of the Collective Bargaining Agreement;
  - 2. public officers assigned to the Universities who
    - (a) declared to leave the federal service within three years of having been granted a tenure position and with whom an employment relationship with the relevant University was established as defined in Section 125 para 9 *UG*; or
    - (b) with whom another appropriate transfer agreement was concluded,with transfer or resignation agreements that contain a condition being ineffective.
- (3) The Collective Bargaining Agreement shall not apply to university presidents (Section 22 para 3 *UG*) or volunteers.

#### **Article 3 Commencement and Term**

- (1) This Collective Bargaining Agreement shall enter into force on 1 October 2009 and shall be

concluded for an indefinite period of time.

(2) The Collective Bargaining Agreement may be terminated by either party by giving three months' written notice as of 30 September of any calendar year unless otherwise provided for hereinafter.

(3) During the period of notice negotiations about renewal or modification of the Collective Bargaining Agreement shall be conducted.

#### **Article 4 Plant Agreements**

Notwithstanding any statutory authorisations, supplementary regulations to this Collective Bargaining Agreement may be provided for by plant agreements with regard to the following matters:

1. guidelines for staff appraisal interviews (Article 9(4));
2. provisions to prevent and cope with internal mobbing (Article 9(5));
3. prerequisites for and modalities of an entitlement to educational leave (Article 11(1));
4. prerequisites for and modalities of an entitlement to sabbatical leave (Article 11(3));
5. detailed definition of the term "material job-related interests" in view of secondary employment (Article 12(2));
6. guidelines for the contents and modalities of concluding qualification agreements (Article 27(8));
7. establishing of additional curriculum categories for Lecturers (Article 29(3)) and regulation of other teaching activities (Article 29(5));
8. admissibility of assignment of teaching activities beyond usual times (Article 31(5));
9. prerequisites for and modalities of an entitlement to study leave for Senior Assistant Professors, Associate Professors as well as Senior Scientists, Senior Artists and Senior Lecturers (Article 33(1));
10. More precise definition of the term "important job-related reason" (Article 34(2)); extension of the calculation period for normal working time for general university staff (Article 34(3)); extension of the normal daily and weekly working time if a staff member works shifts and rotating shifts (Article 34(4) last sentence); extension of the normal daily and weekly working time if a staff member is on standby duty (Article 34(6) last sentence);
11. admissibility of assignment of teaching activities and patient care after usual working hours for staff as defined in Article 5(2)(1) as well as for staff as defined in Articles 43 and 44 who are employed in medical, dental or veterinary services in the clinical sector of a Medical University or the University of Veterinary Medicine (Article 40(4));
12. extension of the calculation period for normal working hours for staff as defined in Article 5(2)(2) (except for staff as defined in Articles 43 and 44) who are employed in the

- clinical sector of a Medical University or the University of Veterinary Medicine (Article 41(3));
13. assignment of tasks in patient care after usual working hours (Article 41(3));
  14. special payment dates for the remuneration of Project Staff in science / art (Article 49(12));
  15. procedures and modalities for review of classification of general university staff (Article 50(7));
  16. establishing additional qualification criteria that are required to obtain expert status (Article 52(3));
  17. special payment dates for the remuneration of Project Staff who are not employed in science / art (Article 54(4));
  18. Regulation deviating from Article 55a(1) first sentence (Article 55a(1) last sentence); surcharge for night work (Article 55a(2));;
  19. prerequisites for and modalities of and amount of compensation for business trips (Article 62(3));
  20. grants for attendance of events of continuing education that are useful for the staff's tasks (Article 62(4));
  21. prerequisite for and amounts of anniversary bonuses (Article 63(1));
  22. prerequisites for and modalities of advances on salary (Article 63(2)).

## **Part 2**

### **Work Regulations**

#### **A. Provisions Applicable to All Staff Members**

##### **Article 5 General Provisions and Special Provisions**

- (1) The provisions of Part 2 of the Collective Bargaining Agreement shall apply to all staff members of universities, unless special provisions for Medical Universities and the University of Veterinary Medicine provide otherwise.
- (2) university staff means:
  1. university staff members in **science / art** (Section 43 para 2 *UG*); or
  2. members of **general** university staff (Section 94 para 3 *UG*).



## **Article 6 Employment Contract, Dienstzettel [Statement of Terms and Conditions of Employment]**

Immediately after commencement of work every staff member shall be provided by the University with a written employment contract or a written statement of the material rights and duties under the employment contract, which shall be in compliance with the provisions of Section 2 of the Austrian Statute on Adaptation of the Law of Employment Contracts [*Arbeitsvertragsrechts-Anpassungsgesetz/AVRAG*].

## **Article 7 Probation Period**

The first month of the employment relationship shall be deemed a probationary month (Section 19 para 2 of the Austrian Employees' Act [*Angestelltengesetz/AngG*]). During that period either party may terminate the employment relationship without notice at any time.

## **Article 8 General Duties of Staff Members**

- (1) The staff member shall be obliged to discharge all work agreed in the employment contract personally and conscientiously.
- (2) If a training goal has been agreed in the employment contract, the staff member shall endeavour to successfully attend the agreed training within the contractually agreed training period.
- (3) The place of work shall be the municipality where the University has its registered office. However, the staff member shall be obliged to render his/her services also at other places in Austria and abroad determined by the University and in companies in which the University holds a majority interest. A change of the regular place of work shall require participation of the Works Council.
- (4) If it is intended that the staff member shall work at several workplaces in several municipalities, this shall be stipulated in the (abridged) employment contract. If a staff member is regularly employed at workplaces in more than two municipalities, travels from and to the most distant workplace shall be deemed business trips (Article 62).
- (5) If the staff member has to discharge parts of his/her work outside University workplaces (in particular in the case of teleworking) or abroad, this shall be agreed in writing. The Works Council's participation as defined in the Austrian Labour Code [*Arbeitsverfassungsgesetz/ArbVG*] shall remain unaffected.

## **Article 9 Duties of the Superior(s)**

- (1) The superior(s) shall be obliged to employ staff members according to their skills and as per the employment contract and to promote their career and their vocational continuing education.
- (2) The superior(s) shall allocate work according to the respective tasks and shall ensure that

the staff members will be able to discharge their tasks in a lawful, expedient, efficient and economical manner. When allocating tasks and determining working hours, the staff members' child care duties, if any, shall be duly taken into account.

(3) If training goals are agreed with the staff member, they shall be determined in such a timely manner that the staff member will be able to achieve those goals during the term of contract. The University shall grant the staff member sufficient time to achieve the goal and provide him/her with the means necessary to do so.

(4) Once a calendar year any head of an organisational unit as defined in Section 20 para 5 *UG* or other superiors in charge or supervisors shall be obliged to conduct **staff appraisal interviews** with the staff members who report to them, which shall be proved by evidence. During the staff appraisal interviews, the following shall be discussed in any case:

(a) the targets of the organisational unit and its tasks in the next year as well as the staff member's contribution thereto, evaluation of achievement of targets already agreed and

(b) the measures which are necessary and expedient for improving or maintaining the staff member's performance and by which the staff member is to be given an opportunity to develop his/her job career in the long run

At the request of the staff member or the head of the organisational unit (or the superior in charge or supervisor), a member of the Works Council in charge of the staff member or another staff member of the University shall be called in as shop steward. Staff appraisal interviews may be regulated in more detail by plant agreement.

(5) In plant agreements appropriate measures to prevent and cope with internal mobbing may be provided for.

#### **Article 10 Continuing Education, Costs of Training**

(1) The staff member shall be obliged to undergo regular continuing education and shall attend events of continuing education ordered by the University while salary payments will continue. For other events of continuing education leave of absence may be granted with or without payment of salary, notwithstanding Article 11.

(2) The University shall be entitled to claim refund of extra costs incurred by it for training of the staff member that was mainly financed by the University, provided that such costs exceed EUR 2,000 and the staff member leaves the employment relationship within four years of completion (of an independently exploitable part) of such training by early resignation for no cause, through termination of the employment relationship or due to justified dismissal. The claim for refund shall be reduced by two per cent of the costs incurred by the University for every full month during which the employment relationship continues after completion of (an independently exploitable part of) training.

#### **Article 11 Educational Leave, Sabbatical Leave**

(1) By plant agreement all staff members may be granted an entitlement to leave of absence

for educational purposes with or without continued salary payment for a maximum term of two months in each case after seven consecutive years of employment with the University concerned. Article 33 shall remain unaffected.

(2) The time and duration of such leave shall be agreed with the University. The goals of continuing education shall also be stipulated in that agreement.

(3) By plant agreement all staff members who have worked for the relevant University for more than seven consecutive years may be granted an entitlement to a reduction in weekly working time over a period of several years to obtain cumulative leave from work at the end of that period. Such an entitlement to sabbatical leave may only be considered if it is not in conflict with the requirements of the job.

### **Article 12 Secondary Employment**

(1) The staff member shall be obliged to notify the University of any intended secondary gainful employment and any material change thereof as well as of any activity on the executive board, supervisory board or board of directors of a profit-making legal entity. The staff member shall refrain from any secondary activities the carrying on of which will impair obligations under the employment contract or other material job-related interests of the University.

(2) In assessing whether an impairment as laid down in paragraph (1) exists, any relation with the eligible areas inside and outside the University shall be appropriately taken into account. The term "material job-related interests" may be defined more precisely by plant agreement.

(3) Any violation of the provision of paragraph (1) shall constitute a reason for termination (Article 22(2)(b)) and, if it is unacceptable to continue the employment relationship, a reason for dismissal. Notwithstanding other prerequisites termination (dismissal) on the ground of a violation of the negative covenant laid down in paragraph (1) shall only be admissible if the staff member was advised by the University in writing that the University considers material job-related interests to be impaired and the staff member continues his/her secondary employment or fails to limit it appropriately.

### **Article 13 Obligation to Maintain Secrecy**

The staff member shall maintain strict secrecy about all internal matters and all circumstances which become known to him/her in the course of his/her work and the secrecy of which is in the University's job-related interests. This obligation to maintain secrecy shall survive termination of the employment relationship.

### **Article 14 Salary Account**

The staff member shall open a salary account in Austria for the University to remit the salary and all other payments in connection with the employment relationship with debt-releasing effect.



have to be consumed close to the relevant event.

(7) Staff members who are members of an officially recognised religious community shall be granted, in addition to the public holidays (Section 7 para 2 of the Austrian Rest Period Act [*Arbeitsruhegesetz/ARG*], the absolutely necessary time off for the holidays determined in accordance with their religious regulations while payment of their salary will continue in a maximum amount of two working days per calendar year. The staff member shall state those holidays immediately after conclusion of the employment contract; subsequent changes shall only be possible for important reason.

(8) 24 December and 31 December shall be non-working days unless the staff member's presence is absolutely required for job-related reasons. If the staff member's presence is absolutely required s/he shall be entitled to time off on a 1:1 basis per hour worked notwithstanding Article 57 and Article 58.

### **Article 17 Part-Time Employment**

(1) If part-time employment has been agreed, the working time expressed in weekly hours shall be fixed in the employment contract as the normal weekly working time.

(2) At the request of a full-time staff member part-time employment shall be granted instead of full-time employment unless important job-related reasons do not permit so. The extent of part-time employment shall be agreed with the University. Such agreement shall stipulate a specific working time, which shall be expressed in weekly hours. In addition, it shall be agreed whether part-time employment is to be granted for a definite or an indefinite period of time.

(2a) Upon request of a staff member his/her normal weekly working time shall be reduced for caring for

1. a child of his/her own,
2. an adopted or foster child or
3. any other child for whose maintenance the staff member and (or) his/her spouse predominantly pay,

to up to half of the amount that is provided for full-time employment, if and for as long as increased family allowance as defined in Section 8(4) of the Austrian Family Burden Equalisation Act [*Familienlastenausgleichsgesetz*] 1967, Federal Law Gazette [*BGBl.*] No. 376, is received for this disabled child who lives in the same household. The common household shall continue to exist if the disabled child leaves the household for curative treatment only temporarily.

The staff member shall request the reduction in the normal weekly working time not later than two (2) months prior to the intended date of effectiveness.

(3) If the staff member intends to resume full-time employment after indefinite part-time employment was agreed, s/he shall enjoy preferential treatment when vacancies are filled, provided that s/he is equally qualified.

## **Article 18 Assumption of Offices**

Staff members who become a member of the lower chamber of the Austrian Parliament [*Nationalrat*], the upper chamber of the Austrian Parliament [*Bundesrat*], a provincial parliament, a municipal government, the European Parliament or the Austrian Supreme Constitutional Court [*Verfassungsgerichtshof*] or applies for such an office, shall be entitled to full or part-time leave of absence with or without payment of (part of) his/her salary, if s/he is unable to execute his/her office in addition to his/her work. Leave of absence with continued payment of salary shall be subject to an express agreement with the University.

## **Article 19 Annual Leave**

(1) The staff member shall be entitled to recreational leave according to the provisions of the Austrian Annual Leave Act [*Urlaubsgesetz*]. The annual leave year shall be the calendar year.

(2) In the calendar year in which the employment relationship is established the amount of leave shall be one twelfth of the annual leave for each commenced month of the employment relationship. If the employment relationship has existed for six consecutive months in that calendar year, the staff member shall be entitled to full recreational leave.

(3) The leave entitlement shall not be calculated on the basis of business days but on the basis of actual working days.

(4) If the working time changes, the entitlement to leave in the current calendar year that has not been consumed and the annual leave pay shall be adjusted by multiplying it by the same factor by which the working time changes. Non-forfeited leave entitlements from previous calendar years shall remain unaffected.

(5) The amount of leave may be expressed in hours pro-rata the time worked.

(6) The University may permit staff members to consume the total or part of the recreational leave to which s/he will be entitled in the subsequent calendar year.

(7) In derogation of paragraph (1) the annual leave of staff members who have been allocated to job group A1 or job group A2 (Article 48) is 30 working days. In the case of staff members as defined in Article 5(2)(1) the agreement on consumption of leave shall, in particular, take account of the University's obligations vis-à-vis the students in the area of teaching.

(7a) In derogation from paragraph (1) the annual leave for all University Staff members from the calendar year in which they attain the age of 43 shall be:

- if, by 30 June of that calendar year, they have been employed by that university in an employment relationship (other than as an apprentice or student staff) for six years:

28 working days,

- if, by 30 June of that calendar year, they have been employed by that university in an employment relationship (other than as an apprentice or student staff) for ten years:

30 working days.

In this connection all periods of employment with the relevant university which lasted at least six months with no interruption shall be taken into consideration. Paragraph (7) shall not be affected thereby.

(8) Annual leave as defined in paragraphs (1), (7) and (7a) shall increase for staff members ascertained to belong to the group of severely disabled beneficiaries [begünstigte Behinderte] as defined in Section 14(1) or (2) of the Austrian Act on Employment of Disabled People [Behinderteneinstellungsgesetz/ BEinstG] or who are paid a disability pension due to invalidity as a consequence of an accident at work or a work-related accident or an occupational disease or a pension under the Austrian Act on the Welfare of Army Staff and their Surviving Dependants [Heeresversorgungsgesetz/HVG]. The increase depends on the degree of disability / invalidity as follows:

at least 20%	two working days,
at least 40%	four working days,
at least 50% and in the case of complete blindness	five working days.

#### **Article 19a Early parental leave**

(1) Upon his or her request a staff member shall be granted parental leave without payment of the emoluments (early parental leave) of up to four weeks for the period of time from the birth of the child or, in the case of multiple births, of the children up to the end of the period of prohibition on employment of the mother as laid down in Section 5(1) and (2) of the Austrian Maternity Act [Mutterschutzgesetz/MSchG], similar Austrian statutory provisions or similar legislation of the signatories of the Agreement on the European Economic Area, provided that she or he is married to the mother, is in a civil partnership with the mother or lives in cohabitation with the mother and lives in the same household with the child/children and the mother and no important job-related interests require otherwise.

(2) Upon his or her request a staff member who lives in a civil partnership or same-sex cohabitation shall be granted parental leave of up to four weeks for the period of time from the birth of his/her child (children) or the child (children) of the partner until the child (children) is (are) three months old, provided that she or he lives in the same household with the partner and the child (the children) and no important job-related interests require otherwise.

(3) A staff member who adopts a child who is below the age of two or who has taken a child into his/her care for no remuneration with the intention to adopt the child and who lives in the same household with the child shall be granted parental leave of up to four weeks upon his/her request, if no important job-related interests require otherwise. The parental leave shall start on the day of adoption of the child or on the day on which the child is taken into their care for no remuneration.

(4) The staff member shall advise the date of commencement and the duration of the parental leave not later than one month prior to the expected date of delivery and/or adoption or taking into care for no remuneration and shall subsequently present the facts that establish the entitlement to and the end of the leave. During that period the social security cover shall continue to the effect that the university will pay the contributions in full.

(5) Parental leave shall end early if and when the staff member stops living in the same household as the child and the mother and/or partner or, in the case of paragraph (3), in the same household as the child.

(6) For entitlements which depend on years of service the period of parental leave shall be treated as leave as defined in the Austrian Paternity Act [Väter-Karenzgesetz/VKG].

## **Article 20 Termination of Fixed-Term Employment Relationships**

(1) A fixed-term employment relationship shall end upon expiry of the period for which it was entered into. In the case of fixed-term contracts for up to two years a contractually agreed possibility of termination by notice shall be legally ineffective. In the case of longer fixed terms notice of termination may only be given after two years. Prerequisites for termination on the part of the University are any of the reasons for termination listed in Article 22(2) letters (a) to (d) and observance of the requirement of written form.

(2) In derogation of paragraph (1) employment relationships which were established on the basis of project financing by third parties may be terminated already after a minimum period of 18 months if employment is no longer possible not only temporarily because the project is no longer financed or only financed in part by third parties. The employment relationship may be terminated by the University independent of the agreed term if any of the prerequisites stated in Section 3 of the Austrian Foreign Labour Act [*Ausländer-beschäftigungsgesetz/AuslBG*] is no longer fulfilled or if the licence to practice the profession according to the provisions of the Austrian Act on the Medical Profession [*Ärztegesetz/ÄrzteG*] 1998 or of the Austrian Dentists Act [*Zahnärztegesetz/ZÄG*] is no longer valid.

(3) A fixed-term employment relationship as defined in paragraphs (1) and (2) shall be extended

1. by periods

(a) of a prohibition of employment as defined in Sections 3 to 5 of the Austrian Maternity Act [*Mutterschutzgesetz/MSchG*] 1979,

(b) leave according to the *MSchG* or the Austrian Paternity Act [*Väter-Karenzgesetz/VKG*],

(c) of military or civil service;

2. for periods of leave for relevant academic or artistic activities to the extent that such activities do not mainly serve the purpose of gaining the qualifications (e.g. doctoral thesis, professoral thesis) to be rendered within the relevant fixed-term employment relation;

3. if part-time employment has been agreed, after establishment of an employment relationship for training purposes depending on the working time to the extent that the originally agreed training period will be adjusted accordingly.

The extension periods defined in item 1 shall not exceed three years in total and those defined in item 2 shall not exceed one year.



(4) Paragraph (3) shall not apply to staff members who were employed only for a fixed term as replacement, Project Staff (Article 28 and Article 50 (2)) or as Lecturer (Article 29) or whose employment relationship was established for a maximum period of 12 months. However, in the cases stated in paragraph 3(1) (a) expiration of the employment relationship established for a definite period of time shall be suspended until the prohibition of employment begins.

(5) Unless otherwise agreed periods of leave as defined in paragraph (3) item (2) shall not be considered when calculating the entitlement to holiday pay or a Christmas bonus (Articles 49(11) and 54(3)).

(6) Periods of leave as defined in paragraph (3) item (1) letter (b) shall be considered for entitlements which depend on years of service, with the exception of entitlements as defined in Article 11 (Educational Leave, Sabbatical Leave) and Article 33 (Study Leave).

### **Article 21 Termination by Notice**

(1) Employment relationships entered into for an indefinite period of time may be terminated by notice according to the following provisions. Such notice of termination shall be given in writing in order to be effective.

(2) The **University** may terminate the employment relationship as of the last day of any calendar month and after the fifth full year of service as of the end of any quarter. The period of notice to be observed shall be six weeks, after the second full year of service it shall be two months, after the fifth full year of service it shall be three months, after the fifteenth full year of service it shall be four months and after the twenty-fifth full year of service it shall be five months.

(3) The **staff member** may terminate the employment relationship as of the end of any calendar month by giving one month's notice. Such period of notice may be extended to up to six months by agreement. However, the period of notice to be observed by the University must not be shorter than the period of notice agreed with the staff member.

### **Article 22 Extended Employment Protection**

(1) Employment relationships with staff members who have been employed with the relevant University for 20 years or who have attained the age of 45 and have been employed with the relevant University for 15 years or who have attained the age of 50 and have been employed with the relevant University for 10 years may only be terminated if a reason is given. For the purposes of this paragraph periods of apprenticeship or holiday work shall not be considered service periods.

(2) A reason for which the University shall be entitled to terminate the employment relationship in accordance with paragraph (1) shall be a situation where

(a) the staff member grossly violates his/her duties under the employment contract, unless a dismissal would be an option;

(b) the staff member is engaged in a secondary employment by which his/her duties

under the employment contract, or other material job-related interests of the University are impaired, unless a dismissal would be an option;

- (c) the staff member is unable to render the agreed and appropriate services;
- (d) the staff member fails to achieve a generally manageable performance despite two written warnings including reasons, about which the university president is to be informed, unless a dismissal would be an option; at least six months must pass between the first and the second warning. Such period shall be extended by periods by which justified inabilities to work (Article 16) exceed a consecutive period of two months, but by not more than three months;
- (e) the staff member fails to undergo continuing education ordered by the University at his/her fault;
- (f) it turns out that the staff member's conduct is detrimental to the job-related interests of the University, unless a dismissal is an option;
- (g) the employment relationship would end at a time where the staff member has attained the age of 65.

(3) If a staff member as defined in paragraph (1) can no longer be employed at his/her current place of work due to a change in the workload, organisational changes at the University or changed working conditions, the University shall

- (a) transfer the staff member to a different workplace that already exists at the University where the staff member can work according to his/her knowledge and skills gained so far; or
- (b) organise additional training or retraining for the staff member after which there are good chances for an employment with the University and which is acceptable to the staff member according to his/her personal skills.

(4) If a situation as defined in paragraph (3) occurs the staff member shall be obliged

1. to do his/her work at a workplace to which s/he was transferred in accordance with paragraph (3) letter (a);
2. at the University's request to undergo additional training or retraining that can be expected of him/her according to his/her personal skills.

(5) If the staff member refuses to fulfil his/her obligations as defined in paragraph (4), the University may terminate the employment relationship pursuant to Article 21.

(6) Notice of termination given other than for the reasons stated in paragraphs (2) and (5) shall be legally ineffective.

(7) Termination of an employment relationship pursuant to Article 5(2)(1) shall be legally ineffective if it is given on the ground of an opinion or method held or represented by the staff member in research / development and in developing the arts or teaching. To the extent that in the case of a dispute the staff member relies on facts as set forth in the first sentence, s/he shall substantiate the same. A claim shall be dismissed where, when considering all circumstances, it

is more likely that a different motive that has been made credible by the University was decisive for termination.

(8) The foregoing provisions shall not restrict the staff member's right to contest a termination in accordance with statutory provisions.

### **Article 23 Dismissal and Resignation**

(1) Dismissal and resignation shall be subject to the statutory provisions. Dismissal and resignation shall be announced in writing to be effective.

(2) A dismissal shall be legally ineffective if no reason for dismissal exists and also a termination pursuant to Article 22(6) would be legally ineffective.

### **Article 24 Return of University Property**

Upon termination of the employment relationship the staff member shall without request return to the University any items, apparatuses, instruments, literature, job-related documents and the like which were given to him/her by the University.

## **B. Provisions for University Staff in Science / Art**

### **Article 25 University Professors**

(1) After conclusion of a call procedure as defined in Section 98 or Section 99 *UG* University Professors shall be accepted into an employment relationship. The employment contract shall state the subject for which the University Professor will be responsible.

(2) Subject to and in accordance with the employment contract the University Professor shall, in particular,

1. represent and promote that subject in research / development and in developing the arts and teaching and to contribute to the discharge of research and development tasks and development of the arts of the organisational unit to which s/he has been assigned;
2. teach courses independently and hold examinations. The teaching load also includes preparation for courses and support of the students in connection with courses;
3. to support students, in particular those who are preparing their diploma or doctoral thesis and the generation of young academics in science / art;
4. to contribute to organisational and administrative tasks as well as evaluation measures;

5. to ensure development and further education of university staff in science / art and general university staff for which the University Professor is responsible as their superior.

(3) The employment relationship of University Professors who were appointed pursuant to Section 98 *UG* shall, in principle, be concluded for an indefinite period of time. A fixed-term employment relationship shall only be admissible if so provided in the internal job advertisement and provided that any of the following prerequisites has been fulfilled:

- (a) the University Professor is to be employed as a replacement;
- (b) the University Professor's salary is paid by a third party (e.g. foundation professor);
- (c) fixed-term contracts are necessary due to special subject-specific requirements, provided that such requirements have been determined in the development plan;
- (d) if it is intended to appoint the University Professor also (deputy) head of an organisational unit or clinical division of a Medical University pursuant to Section 32 para 1 *UG*.

(4) A fixed-term employment relationship of a University Professor who was appointed pursuant to Section 98 *UG* may be extended for an indefinite period of time with his/her consent if the need for an indefinite professorship for the subject concerned is contained in the University's development plan (Section 98 para 1 *UG*) and if an evaluation of the University Professor's performance was positive in all areas of responsibility.

(5) Article 22(3) to (5) shall not apply to University Professors whose employment relationship is indefinite, irrespective of their age and years of service.

(6) Article 22(2)(d) shall be applicable to University Professors subject to the proviso that two consecutive negative evaluations (pursuant to the *UG*) of compliance with the obligations under the employment contract shall be considered two warnings as defined in Article 25(2).

## **Article 26 Assistant Professors, Senior Scientists, Senior Artists, Senior Lecturers**

(1) **Assistant Professors** means staff in science / art who, after completion of master (diploma) studies or doctorate / Ph.D. studies eligible for the envisaged employment, are employed by the University. The employment relationship serves the purpose of extending and expanding knowledge of the subject and of science / art and in the case of employment as a postdoc also for preparing for an application for a professor's position.

(2) **Senior Scientists / Senior Artists** means staff in science / art who, after completion of master (diploma) studies or doctorate / Ph.D. studies eligible for the envisaged employment, are employed by the University and who are to work in science / art not only temporarily. This shall also include persons who participate in scientific / art projects subsidised by third parties on the basis of an indefinite employment relationship.

(3) **Senior Lecturers** means staff in science or art as defined in paragraph (2) whose main job is teaching.

(4) Completion of studies, which is required for employment as defined in paragraphs (1) to

(3) may in the case of staff in art be replaced by evidence of a comparable artistic qualification.

(5) Subject to and in accordance with the employment contract Assistant Professors, Senior Scientists, Senior Artists and Senior Lecturers shall discharge the following tasks, in particular:

1. co-operation in research and development tasks and developing the arts, teaching and administrative tasks for which the organisational unit to which they have been assigned is responsible;
2. assistance in examinations;
3. contribution to organisational and administrative tasks as well as evaluation measures;
4. support of students;
5. independent research activities and/or artistic activities;
6. independent teaching of courses and holding of examinations.

(6) The University shall determine the teaching and examination tasks of staff in science and art in accordance with the employment contract.

(7) Independent teaching (teaching of courses) shall also include preparation for courses, support of students during courses, holding examinations, participation in evaluation measures and the administrative tasks in connection with teaching.

(8) An employment relationship as defined in the foregoing paragraphs may be concluded for a definite or for an indefinite period of time unless a fixed-term employment is mandatorily prescribed by law. Employment relationships of Assistant Professors shall initially be entered into for a definite period of time unless otherwise agreed in the employment contract. In the case of an employment relationship for which a qualification agreement may be considered (Article 27(1)), this shall already be stated in the internal job advertisement.

## **Article 27 Senior Assistant Professors, Associate Professors**

(1) The University may offer staff in science / art as defined in Article 26 conclusion of a qualification agreement, provided that from the staff member's previous performance in science / art it can be expected that s/he will be able to achieve the required high qualification. When doing so the University shall take into consideration the internal structure plan, by which the number of positions for which a qualification agreement may be considered is to be determined and broken down according to organisational units, and the female employment promotion plans applicable to the University.

(2) If the University intends to make an offer as defined in paragraph (1) it shall do so not later than within two years of commencement of work as a staff in science / art; such period shall be extended by periods as defined in Article 20(3)(1). In the case of fixed-term employment relationships an offer according to paragraph (1) shall be made so timely in advance that the qualification will be possible to achieve during the contract term. The qualification goals shall be determined in such a way that it will normally be possible to achieve them within four years. Qualification agreements that were not concluded in writing or only with the head of the

organisational unit or a different superior of a staff member in science shall be ineffective.

(3) **Senior Assistant Professors** means staff in science / art with whom a qualification agreement was concluded. The University shall grant the Senior Assistant Professor a sufficient amount of time to achieve the qualification and to further such qualification appropriately and, in particular, to make available the opportunities and resources that are required for achieving the qualification. The provisions made by the University shall be documented by the same and also be discussed with the Works Council at the Senior Assistant Professor's request.

(4) For the period for which a qualification agreement has been concluded (including any extension by times as defined in Article 20(3)(1)) the University may terminate the employment relationship even if the prerequisites of Article 22(1) have not been fulfilled only in the cases provided for in Article 22(2)(a), (b), (c) and (f); otherwise the termination shall be legally ineffective. If no offer according to paragraph (1) is made within two years or if within that period no qualification agreement is concluded, the University may terminate the employment relationship after a total term of three years, even if it was concluded for a definite period of time; in that case Article 22 and Article 23 shall remain unaffected.

(5) If the Senior Assistant Professor achieves the qualification according to the agreement concluded, a fixed-term employment relationship shall be continued for an indefinite period of time after expiry of the contract term unless the staff member objects to a continuation of the employment relationship. The staff member shall be employed according to his/her qualification and shall use the job title "**Associate Professor**". The employment contract shall be adapted accordingly. If the staff member does not achieve the qualification, a fixed-term employment relationship shall end upon expiry of the contract term and an indefinite employment relationship may be terminated pursuant to Article 21 irrespective of the extended employment protection (Article 22).

(6) The employment relationship as an Associate Professor shall include the right to teach a subject in science / art by means of the University's facilities in one's own responsibility and in the same way as a University Professor, to use the facilities of that University for academic work / development and developing the art and to support and assess scientific / artistic works. Article 25(6) shall apply to Associate Professors *mutatis mutandis*.

(7) Subject to and in accordance with the employment contract an Associate Professor shall, in particular,

1. independently carry out research and contribute to fulfilment of research / development tasks and developing of the arts of the organisational unit to which s/he has been assigned;
2. teach courses independently and hold examinations. The teaching load also includes preparation for courses and support of the students during courses;
3. to support students, in particular those who are preparing their diploma or doctoral thesis and the generation of young academics in science / art;
4. to co-operate in organisational and administrative tasks as well as evaluation measures;

(8) By plant agreement guidelines for contents and modalities of conclusion of qualification agreements may be drawn up.

## **Article 28 Project Staff**

Project Staff means staff as defined in Article 5 paragraph 2 item 1 who are employed for a definite period of time for science / art projects which are subsidised by third parties. Unless the sponsor provides otherwise Project Staff may, subject to their consent, also be asked to assist in courses and teach courses independently during their working time. For the working time of Project Staff allocated to job group C Article 30 (2) in conjunction with Article 32 (1) shall apply.

## **Article 29 Lecturers**

(1) Lecturers means part-time staff as defined in Article 5(2)(1) who are exclusively in charge of teaching tasks in a scientific, artistic or practical subject which usually also involve tasks as set forth in paragraph (4).

(2) The employment relationship may be concluded for a definite or for an indefinite period of time. Fixed-term employment relationships shall be concluded for a period of six months or a multiple thereof, unless in the case of replacements or if the Lecturer him/herself is only available for a shorter term.

(3) The working time shall be agreed in accordance with the number of instruction units to be held and the type of course, with one instruction unit consisting on average of 15 units (in derogation thereof the number of instruction weeks as defined in Section 52 *UG*) of 45 minutes each. When determining the type of course distinctions have to be made according to the time required for the same (including the relating activities as defined in paragraph (4)), and categories of courses may be set up. When doing so

- for teaching an art subject or for teaching in connection with a central art subject which is not mainly instructing or controlling, no less than 75% of the time required for teaching a scientific subject and
- in no category less than 50% of the time required for teaching a scientific subject

may be budgeted. Additional categories of courses may be established by plant agreement.

(4) Time required as defined in paragraph (3) also includes preparation for courses, support of students during courses, holding examinations on courses, contribution to evaluation measures and the administrative tasks related to teaching. Examinations shall be held within three months after termination of the course on not more than two days to be agreed with the University.

(5) Article 49 shall not apply to teaching activities (e.g. at a USI) that are not included in paragraphs (1) to (4). Such work and remuneration thereof may be regulated in more detail by plant agreement.

## **Article 30 Student Staff**

(1) Student Staff means part-time staff as defined in Article 5(2)(1) who at the time of conclusion of the employment contract have not completed the master (diploma) studies required for the envisaged employment. Subject to and in accordance with the employment

contract they shall assist in courses in scientific / artistic work, in supporting students, in administrative tasks and in carrying out evaluation measures as well as at Medical Universities or the University of Veterinary Medicine also in unskilled clinical work in accordance with professional regulations upon their superior's/superiors' instruction.

(2) The normal weekly working hours of staff as defined in paragraph (1) must not exceed 20 hours, except in the course free period.

(3) Employment relationships as defined in paragraph (1) shall in any case end at the end of the term in which the master (diploma) studies are completed and not later than after a total term of four years with no notice of termination being required. Only actual contract terms which were collected after 30 September 2007 shall be credited to the total term.

### **Article 31 Working Time**

(1) The normal weekly working hours of staff as defined in Article 5(2)(1) shall be 40 hours (full-time employment) (save for the cases defined in Article 29 and subject to Article 30(2)).

(2) Unless otherwise provided for by plant agreement or by the University for important job-related reasons, the staff member shall be entitled to freely choose commencement and end of his/her daily working time in compliance with the following provisions.

(3) The staff member shall arrange his/her daily working time in such a manner that in a calculation period of 12 months the weekly working time will not exceed an average of 48 hours and in any week of the calculation period will not exceed 60 hours per week.

(4) The weekly working time as defined in paragraph (3) is exceeded if a Senior Lecturer is assigned more than 16 instruction units of academic teaching (taking into account the calculation rules of Article 29(3)) and there is no compensation as laid down in Article 49(8)(b). Therefore, extra services are not included in the remuneration defined in Article 49(3).

(5) The daily working time must not exceed 13 hours; the daily working time of night-shift staff must not exceed eight hours on average during a calculation period of 17 weeks. Teaching activities may only be assigned for times between 8 a.m. and 9 p.m. on Mondays to Fridays (working days), unless otherwise permitted by plant agreement.

(6) After the daily working time the staff members shall observe a rest period of eleven hours. The rest period may be reduced to eight hours, provided that such a reduction is compensated within the next two weeks by an appropriate extension of other daily or weekly rest periods, and further provided that apart from the compensation there are sufficient opportunities of recreation and that no provable concerns regarding occupational health exist.

(7) Saturdays, Sundays and public holidays shall be non-working days unless the staff member is required to work for an important job-related reason. The staff members shall organise their work in such a way that during a calculation period of two months an average weekly rest period of 36 hours will be warranted.

(8) The staff member shall be obliged to record the hours worked according to the University's instructions.



(9) In discharging tasks in science / development and developing the arts and with respect to the working time defined in paragraph (3), University Professors, Senior Assistant Professors and Associate Professors shall only be attached to the location of the University to the extent necessary for co-operation with other members of the University (Section 94 *UG*) and if otherwise other University tasks (in particular patient care) would be impaired. Even if the staff member is not attached to the location of the University, it must be ensured that s/he can be reached for job reasons.

(10) The provisions of paragraphs (1) to (8) shall not apply to executive staff of the University who have been assigned material management tasks to be discharged in their own responsibility.

### **Article 32 Part-Time Employment**

The following applies to part-time staff as defined in Article 5(2)(1):

1. Article 31 shall apply mutatis mutandis to determination of working time and distribution over the days of the week and Article 35 (1) shall apply to admissibility of asking the staff member to work extra hours; for Student Staff (Article 30) no deviating agreement on the amount of extra hours shall be concluded unless the extra work concerned is work carried out in the course free period, for which the limits as defined in Article 31 (1) shall apply;
2. in derogation of Article 49(9)(2) only two, and after having been classified as defined in Article 49(3)(a), four instruction units of academic teaching (taking into account the calculation provisions of Article 29(3)) shall be admissible.

### **Article 33 Study Leave**

(1) University Professors, Senior Assistant Professors, Associate Professors as well as Senior Scientists, Senior Artists and Senior Lecturers shall, after any seven years of consecutive employment with the University concerned, be entitled to leave of absence of up to six months for teaching or research purposes or for purposes of developing the arts. Such leave of absence may only be considered if it is not in conflict with the requirements of the job. More detailed regulations may be provided by plant agreement.

(2) The time and duration of leave of absence shall be agreed with the University. The objectives of the teaching, research or artistic activities or of continuing education as defined in paragraph (2) [sic!] shall also be stipulated in that agreement.

## **C. Provisions for General University Staff**

### **Article 34 Working Time**

- (1) Staff members as defined in this section shall be subject to the Austrian Working Time Act [*Arbeitszeitgesetz/AZG*] and the Austrian Rest Period Act [*Arbeitsruhegesetz/ARG*].
- (2) The normal weekly working time shall be 40 hours (full-time employment). The number of working hours and their distribution over the days of the week shall be agreed upon. Saturdays, Sundays and public holidays shall be non-working days unless the staff member is required to work for an important job-related reason; the term “important job-related reason” may be defined in more detail in an internal agreement.
- (3) During a calculation period of 17 weeks the normal weekly working time may be increased to 48 hours, provided that during that period the normal working time as defined in paragraph (1) is not exceeded. The calculation period may be extended to up to 52 weeks by plant agreement. The normal daily working time must not exceed nine hours.
- (4) In the case of continuous shift operation as defined by Section 4a AZG the normal weekly working time may be extended to up to 48 hours in specific weeks. The normal daily working time may be extended to eleven hours if this is related to shift changeover. In specific weeks the normal working time may be extended to up to 56 hours and the normal daily working time may be extended to 12 hours by means of an internal agreement; for such an extension of the normal daily working time an occupational physician must have ascertained occupational safety of the relevant activities and, upon the works council’s request, another occupational physician, who is appointed by mutual consent, shall be consulted.
- (5) In the case of flexible working hours as defined by Section 4b AZG the normal daily working time may be extended to up to ten hours.
- (6) If the staff member is on call on a regular basis and for many hours the normal weekly working time may be extended to 48 hours and the normal daily working time may be extended to up to eleven hours. By means of a plant agreement the weekly normal working time may be extended to up to 60 hours and the daily normal working time may be extended to up to 12 hours.
- (7) The staff member shall be obliged to record the hours worked according to the University's instructions.
- (8) Section 11 AZG shall apply to rest periods. More favourable internal regulations of breaks in force shall remain unaffected and shall also apply to new staff.
- (9) The provisions of paragraphs (2) to (8) shall not apply to executive staff of the University who have been assigned material management tasks to be discharged in their own responsibility.

### **Article 35 Extra Hours**

(1) The staff member shall be obliged to work extra hours (overtime) ordered by the University unless this would be in conflict with interests of the staff members that are worth taking into account. Part-time staff may only be asked to work extra hours of up to 10% of the working time agreed pursuant to Article 34(2), save for extraordinary cases (Section 20 AZG) or unless agreed otherwise. Such a deviating agreement shall only be effective if the staff member was provably granted an opportunity to ask the Works Council for advice in this respect prior to conclusion of the agreement.

(2) Extra hours means hours worked in addition to the contractually agreed working time which do not exceed the normal working time regulated in Article 34 or a fixed daily working time. Overtime means that the normal working time regulated in Article 34 or a fixed daily working time is exceeded. In the case of flexible working hours only those hours which exceed the daily target working time (Section 4b para 3 item 4 AZG) shall be deemed overtime. If overtime is ordered only after the end of the target working time, only the hours worked in addition to the work already accomplished shall be deemed overtime.

(3) Only in extraordinary cases may staff members work overtime without express instruction. The staff member shall be obliged to report such overtime to his direct superior in writing without delay. The report shall state the reasons why overtime was necessary and the reasons why it was not possible to obtain prior approval of the overtime work. The need for overtime work must be confirmed by the direct superior within three working days.

(4) The staff member shall be obliged to record the extra hours or overtime work according to the University's instructions. If overtime is ordered which exceeds the amount covered by the lump-sum payment for overtime, the staff member shall draw the attention of the superior who ordered the overtime to that fact.

(5) When overtime is ordered it has to be taken into account that the staff member will be able to observe the statutory rest period between the end of the daily working time and before s/he commences work on the next day.

### **Article 36 Inability to Work**

The hours not worked on any working day shall be deducted from the normal weekly working time in the actual amount but at a maximum amount of the daily working time and in the case of flexible working time, not more than the target working time (Article 35(2)) shall be deducted. If the inability to work occurs after commencement of work or if the staff member continues to work after the end of the inability to work, the time of absence shall be accounted for with respect to the weekly working time in the amount of the balance between the target working time and the actual hours worked.

## **D. Special Provisions for Medical Universities and the Vienna University of Veterinary Medicine**

### **Article 37 Special Status of the Medical Universities and the Vienna University of Veterinary Medicine**

(1) On the basis of their statutory mission the Medical Universities discharge their teaching and research tasks also in co-operation with hospitals and render health services in the public interest, including but not limited to examination and treatment of people.

(1a) All provisions of this Collective Bargaining Agreement which refer to Medical Universities shall apply mutatis mutandis also to medical faculties established at universities.

(2) On the basis of its statutory mission the Vienna University of Veterinary Medicine, apart from its teaching and research tasks, also renders veterinary services to living animals.

(3) All staff members of the Medical Universities and of the Vienna University of Veterinary Medicine shall participate in jointly fulfilling the research, teaching and health care tasks defined in paragraph (1) or (2). The staff members of the Medical Universities and of the Vienna University of Veterinary Medicine shall, in particular, be obliged to be on standby and on-call duty according to hospital requirements in compliance with the framework conditions under working time law and as assigned by the University.

(4) When applying the provisions of this Collective Bargaining Agreement, the specific requirements of operation of hospitals and the veterinary hospital as well as the obligations of the Medical Universities and of the Vienna University of Veterinary Medicine in the area of health care and the veterinary system shall be taken into account.

### **Article 38 Secondary Employment (special provision regarding Article 12)**

At the Medical Universities and the Vienna University of Veterinary Medicine secondary employment of physicians and veterinary surgeons shall be regulated by plant agreement as defined in Article 12(2). When doing so, in particular the operation of private surgeries / group surgeries or veterinary surgeries and patient care in hospitals outside the clinical sector of the Medical Universities or at veterinary hospitals outside the Vienna University of Veterinary Medicine shall be regulated in more detail.

### **Article 39 Project Staff (special provision regarding Article 28)**

Physicians undergoing specialist training may be employed as Project Staff only in accordance with the training regulations of the law on the medical profession (Article 28). They shall be subject to the provisions of Article 44.

#### **Article 40 Working Time (special provisions regarding Articles 31 and 32)**

- (1) Staff as defined in Article 5(2)(1) and staff as defined in Articles 43 and 44 who are employed in the clinical sector of a Medical University as physicians or dentists and who are subject to the Austrian Hospital Working Time Act [*Krankenanstalten-Arbeitszeitgesetz/KA-AZG*] shall be subject to the regulations of Article 31(2) to (13) instead of Article 31(1) to (8).
- (2) The normal weekly working time for staff as defined in paragraph (1) and for executive staff members as defined in Section 1 para 3 *KA-AZG* shall be 40 hours (full-time employment).
- (3) The working time and its distribution over the days of the week shall be determined in accordance with the requirements of the clinic by agreement between the University and the staff member. Subject to the prerequisites of Section 19c *AZG* the University shall be entitled to make appropriate changes. The working time shall include both times of patient care as defined in Section 29 para 4 item 1 *UG* and times of teaching, research and administrative tasks related to the University.
- (4) The normal daily working time shall be organised in such a way that the normal weekly working time will be 40 hours on average during a calculation period of 52 weeks. During the calculation period the normal weekly working time must not be less than 40 hours on average. Teaching activities may only be assigned for times between 8 a.m. and 9 p.m. on Mondays to Fridays and patient care activities (save for standby and on-call duties) may only be assigned for times between 7 a.m. and 8 p.m. on Mondays to Fridays, unless otherwise permitted by plant agreement; the same shall apply to staff of the University of Veterinary Medicine who are employed as veterinary surgeons.
- (5) If due to observance of statutory rest periods (paragraph 10) the normal weekly working time is less than 40 hours in specific weeks, the normal weekly working time shall be achieved by work as defined in paragraph (3) at the relevant Medical University in accordance with paragraphs 4, 6 and 7. The plant agreement pursuant to the *KA-AZG* shall determine in what way differences regarding the average normal weekly working time, if any, in the calculation period will be balanced. For implementation an appropriate record of working time is required, which shall be kept by the University (Section 11 *KA-AZG*).
- (6) The maximum daily working time shall be 13 hours, save for extended duty hours (Section 4 *KA-AZG*) and exceptional cases (Section 8 *KA-AZG*).
- (7) By internal agreement pursuant to the *KA-AZG* a possibility to establish extended duty hours may be agreed for the clinical sector of the Medical Universities in accordance with Section 4 para (4) to (4b) *KA-AZG*, since this is absolutely necessary in regard to continued operation of clinics at Medical Universities for important organisational reasons.
- (8) In the case of extended duty hours (paragraph 7) the maximum weekly working time during the calculation period (paragraph 9) shall be based on Section 110 *UG* in conjunction with Section 4 para (4) to (4b) *KA-AZG*. Weekly working time shall be the working time determined in the internal agreement pursuant to Section 2 item 3 and Section 4 para (6) *KA-AZG*.
- (9) The calculation period for calculation of the average working time (Section 4 para (4) *KA-AZG*) and the calculation period for the maximum number of extended duty hours that may be worked (Section 4(5) *KA-AZG*) may be fixed by internal agreement at 17 to 26 weeks pursuant to Section 3(4) *KA-AZG*. When calculating the average working time during the calculation period

periods of absence (sick leave, annual leave, other leave of absence) shall be treated as laid down in Section 3 para (4a) KA-AZG.

(10) Staff members as defined in paragraph (2) shall be entitled to rest periods pursuant to Section 7 KA-AZG and the ARG. Staff members as defined in paragraph (1) shall be granted one uninterrupted rest period of 36 hours per week. The weekly rest period may be less than 36 hours in specific weeks or not be granted at all if in a calculation period of 26 weeks the average rest period is 36 hours. For the purpose of calculation only rest periods of at least 24 hours shall be used.

(11) In extraordinary and unforeseeable specific cases the maximum working time limits of paragraphs (6) and (8) shall not apply if it is impossible to interrupt patient care or if immediate care of patients is absolutely necessary and cannot be remedied by other organisational measures (Section 8 para 1 KA-AZG).

(12) The staff member shall be obliged to record the hours worked according to the University's instructions.

(13) The provisions of Article 17, Article 32(1)(2) and Article 35(1) shall apply *mutatis mutandis* to agreements on part-time employment. A part-time staff member may be asked to be on standby and on-call duty unless this were in conflict with interests of the staff member worth considering.

#### **Article 41 Working Time (special provisions regarding Article 34)**

(1) Staff members as defined in Article 5(2)(2) (save for staff members as defined in Articles 43 and 44) who are employed in the clinical sector of a Medical University and are subject to the KA-AZG shall be subject to the regulations of Article 34(2) to (4) instead of (1) to (7).

(2) The normal weekly working time for staff members as defined in paragraph (1) shall be 40 hours (full-time employment). The working time and its distribution over the days of the week shall be determined in accordance with the requirements of the clinic by agreement between the University and the staff member. Subject to the prerequisites of Section 19c AZG the University shall be entitled to make appropriate changes.

(3) The daily working time shall be organised in such a way that the normal weekly working time will be 40 hours per calendar week on average during a calculation period of 17 weeks. The calculation period may be extended by plant agreement to up to 52 weeks. During the calculation period the weekly working time must not be less than 40 hours on average. Patient care activities (save for standby and on-call duties) may only be assigned for times between 7 a.m. and 8 p.m. on Mondays to Fridays, unless otherwise permitted by plant agreement; the same shall apply to staff of the University of Veterinary Medicine who are employed as veterinary surgeons.

(4) Article 40(5) to (13) shall apply *mutatis mutandis*.

## **Article 42 Nursing Staff**

The group of nursing staff includes staff members as defined in Article 5(2) No. 2 who fulfil the working requirements under the Austrian Health Care and Nursing Act [Gesundheits- und Krankenpflegegesetz/GuKG], the Austrian Federal Statute on Regulations of Senior Medical Technical Services [Bundesgesetz über die Regelung der gehobenen medizinisch-technischen Dienste/MTD-G], the Austrian Federal Statute on Regulation of the Medical Technical Service and the Auxiliary Paramedical Services [Bundesgesetz über die Regelung des medizinisch-technischen Fachdienstes und der Sanitätshilfsdienste/MTF-SHD-G], the Austrian Federal Statute on Medical Assistant Professions and the Practice of Training Therapy [Medizinische Assistenzberufe-Gesetz/MABG] or under the Austrian Federal Act on Midwifery [Hebammengesetz/HebG] or as a dental assistant (in training) within the scope of the Austrian Dentists Act [Zahnärztegesetz/ZÄG] and who work for the Medical University in the relevant job.

## **Article 43 Physicians for Exclusive Discharge of Tasks at a Hospital**

(1) Physicians for exclusive discharge of tasks at a hospital means staff members who, within the scope of their employment relationship, are employed as specialists, dentists or general practitioners exclusively to discharge tasks in health care and not for research tasks.

(2) Staff members as defined in paragraph (1) may subject to their employment contract also be asked to teach and hold examinations. The provisions of Article 26(7) shall apply *mutatis mutandis*.

## **Article 44 Physicians Undergoing Specialist Training**

(1) Physicians undergoing specialist training means trainee doctors who pursuant to Section 8 *ÄrzteG* 1998 are trained in a special subject and the relating minor subjects.

(2) The employment relationship serves the purpose of being trained as specialist (Section 8 *ÄrzteG* 1998), of preparing for a career as academic staff at a University, if any, and of expanding and extending the staff member's professional skills.

(3) The tasks shall be in compliance with the provisions of the law on the medical profession. The tasks shall be discharged in close connection with scientific research and teaching.

(4) The staff member shall be entitled to discharge research and teaching tasks with his/her consent during his/her working time, provided that the specialist training will not be impaired thereby.

(5) The employment relationship shall end at the end of the sixth month following completion of practical specialist training as defined in Section 26 *ÄrzteG* 1998 but in any case after seven years. The staff member shall immediately notify the University of and prove completion of practical specialist training by presentation of a certificate as defined in Section 24 and Section 26 *ÄrzteG* 1998 (*Rasterzeugnis* [training logbook detailing the content of training successfully completed]). The staff member shall provide the University with evidence of training periods as defined in the *ÄrzteG* 1998 s/he completed prior to commencement of the employment relationship at the time of conclusion of the contract and not later than two

months after commencement of the employment relationship by adequate certificates or other references (if required, plus a translation).

#### **Article 45 Assistant Professors (special provision regarding Article 26)**

Staff members as defined in Article 26 who work in the clinical sector of a Medical University as physicians or dentists shall participate in jointly fulfilling the research, teaching and patient care tasks. The details and the scope of those tasks shall be specified in writing in accordance with the employment contract in individual target agreements or in the course of an appraisal interview (Article 9(4)) with the staff members. In doing so the staff member shall be granted reasonable time to achieve academic results according to his/her qualification.

#### **Article 46 Qualification Agreement (special provision regarding Article 27)**

Article 27 shall apply to scientific staff members who are employed as physicians or dentists at a Medical University and to physicians undergoing specialist training (Article 44) subject to the proviso that

1. the offer to enter into a qualification agreement as defined in Article 27(1) requires an internal procedure ("Call") in the relevant organisational unit;
2. the offer to enter into a qualification agreement must be made not later than within three years of commencement of employment;
3. the second sentence of Article 27(4) shall not apply to physicians undergoing specialist training and their employment relationship may only be terminated in accordance with Article 20(1);
4. in the case of physicians undergoing specialist training (Article 44) with whom a qualification agreement is concluded their job title as defined in Article 27(3) shall be changed to "**Assistant Physician**" until completion of specialist training (Section 26 *ÄrzteG* 1998); and
5. the employment relationship of physicians undergoing specialist training (Article 44) with whom a qualification agreement is concluded shall be extended by a maximum of two years notwithstanding Article 20(3).

## **Part 3**

### **Salary Scheme**

#### **A. University Staff in Science / Art**



#### **Article 47 Classification of University Staff in Science and Art**

- (1) All staff members as defined in Article 5(2)(1) shall be allocated to job groups A to C according to the type of activities agreed in the employment contract.
- (2) The university management shall be in charge of allocation to job groups. The university management shall endeavour to employ the members of staff in science and art according to their qualification. However, achievement of a specific qualification does not automatically lead to allocations to a higher job group. In particular, the classification as Student Staff shall not be affected by completion of studies.
- (3) The staff member shall be allocated to the appropriate job group and the appropriate salary level in the next month if
  - (a) a qualification agreement as defined in Article 27(3) was concluded with him/her,
  - (b) s/he achieved the required qualification as defined in Article 27(5),
  - (c) a staff member who belongs to the A2 job group was awarded a doctorate or Ph.D. (Article 49 para (2) second half-sentence) unless this is the (sole) subject-matter of the qualification agreement.
- (4) The staff member shall be immediately informed about his/her allocation to a job group and all subsequent changes including the resulting remuneration in writing in the form of a *Dienstzettel* or employment contract.

#### **Article 48 Job Group Scheme for University Staff in Science and Art**

**A1** job group: University Professors appointed on the basis of a call procedure (Section 98 and Section 99 *UG* 2002).

**A2** job group: staff members in science / art with whom a qualification agreement was concluded.

**B** job group: Assistant Professors, Senior Scientists, Senior Artists, Senior Lecturers, Project Staff (Article 28) after having completed master or diploma studies eligible for this job, Lecturers.

The job group shall include the B 1 and B 2 salary groups. Assistant Professors, Senior Scientists, Senior Artists, Senior Lecturers and Project Staff (Article 28, after having completed master or diploma studies eligible for the job) shall be allocated to the B 1 salary group at the time of conclusion of the employment contract; Lecturers shall be allocated to the B 2 salary group.

**C** job group: Student Staff and Project Staff not to be allocated to B 1 (Article 28).

#### **Article 49 Salary Scheme for University Staff in Science and Art**

- (1) The gross monthly salary of the **A1** salary group amounts to EUR 5,005.10. Subject to at least one positive evaluation of work (as defined in the *UG* 2002) during the relevant period this amount shall increase

to EUR 5,498.00 after six years of service,  
to EUR 5,990.90 after twelve years of service,  
to EUR 6,483.80 after eighteen years of service, and  
to EUR 6,976.80 after twenty-four years of service.

(2) The gross monthly salary of the **A2** salary group amounts to EUR 3,772.60 and in the case of staff members holding a doctor's degree or Ph.D. in the relevant subject it amounts to EUR 4,388.70. These amounts shall increase

(a) to EUR 4,758.50 after fulfilment of the qualification agreement (Article 27),  
(b) and in the case of at least one positive evaluation of work (as defined in the *UG*) during the relevant period  
to EUR 5,251.50 after six years of service as Associate Professor,  
to EUR 5,744.50 after twelve years of service,  
to EUR 6,237.40 after eighteen years of service, and  
to EUR 6,730.20 after twenty-four years of service.

(3) The gross monthly salary of the **B1** salary group amounts to EUR 2,794.60. This amount shall increase

(a) to EUR 3,313.20 after three years of service. The three-year period shall be reduced by periods for which previous job-related work experience can be proved;  
(b) after eight years of service in a position as defined in letter (a) or in the case of a doctor's degree which was a prerequisite for conclusion of the employment contract (postdoc position), to EUR 3,711.10;  
(c) after eight years of service in a position as defined in letter (b) to EUR 4,111.70;  
(d) after eight years of service in a position as defined in letter (c) to EUR 4,327.30.

(4) The gross monthly salary of the **B2** salary group shall be 7.7% per instruction unit of academic teaching of the amount corresponding to the relevant period of service as defined in the first sentence of paragraph (3), the first sentence of letter (a) or the first condition defined in letter (b) and shall be reduced according to the lower amount budgeted for other categories of courses as defined in Article 29(3).

(5) The gross monthly salary of the **C** salary group amounts to half the gross salary of the IIIa job group as defined in Article 54 (1). In the case of a normal weekly working time of less than 20 hours the salary shall be prorated; in the case of longer working times in the course free period (Article 32 (1)) the amount shall be increased accordingly.

(6) The gross salaries of the A1, A2 and B1 job groups shall apply to full-time employment. In

the case of part-time employment the salary shall be prorated. The gross salary shall cover all work of the staff members in terms of quantity and quality which is rendered during working time (Article 31(3)).

(7) The services defined in paragraph (6) shall include but not be limited to independent teaching (including the activities defined in Article 29(4)), which shall, however, not apply to staff members of the C job group. In this connection the following normal academic teaching load (taking into account the calculation rules of Article 29(3)) shall be taken as the basis, which, subject to paragraph (9), shall on average be achieved during two consecutive years of study:

A2 salary group: four instruction units and eight instruction units after fulfilment of the qualification agreement;

B1 salary group: two instruction units and after classification as defined in paragraph (3) letter (a) four instruction units.

The calculation period for the normal teaching load shall start with the semester in which teaching was started for the first time.

(8) Notwithstanding paragraph (7)

(a) Assistant Professors and Senior Scientists/Senior Artists (Article 26(1) and (2)) may only be instructed with independent teaching in the first year of employment if they have already been classified as defined in paragraph (3) letter (a) or have completed the didactic training offered by the relevant University;

(b) Senior Lecturers (Article 26(3)) may be given the number of instruction units determined in the relevant employment contract, which must not exceed 16 units of scientific teaching on average in two consecutive years of study (taking into account the calculation provisions of Article 29(3));

(c) Project Staff may only be instructed with teaching subject to the provisions of Article 28 or Article 29.

(9) Even in the case of calculation according to paragraph (7) the scientific teaching load (taking into account the calculation provisions of Article 29(3)) must not exceed the following amounts in any term:

1. A2: six instruction units and after fulfilment of the qualification agreement twelve instruction units;
2. B1: three instruction units and after classification as defined in paragraph (3) letter (a): six instruction units.
3. Senior Lecturers: 18 instruction units; provided, however, that during the immediately preceding or immediately following term the teaching load is balanced by the amount defined in paragraph (8) letter (b).

(10) The monthly salary defined in paragraphs (1) to (5) shall be payable on the fifteenth day of every month for that calendar month. If the fifteenth day is no working day, the salary shall be paid on the preceding working day.

(11) In addition, the staff member shall be entitled to a special payment on 15 March, 15 June, 15 September and 15 November of every year in the amount of one half of the salary to which s/he is entitled in the month of payment. If the employment relationship is established or if the working hours change during the calendar year the special payments shall be prorated for that year. The due dates for special payments shall not be affected by prior termination of the employment relationship.

(12) For Project Staff pay dates other than those defined in paragraphs (10) and (11) may be provided for by plant agreement.

(13) Excess payments on the basis of individual contractual agreements shall be admissible.

(14) Professors as defined by Articles 98 or 99 UG who are released from work as a university teacher with public officer status as defined by Section 160 of the Austrian Public Service Act of 1979 [BGD] by the relevant office of the university and continue to receive emoluments shall only be entitled to such salary to the extent that the emoluments that are continued to be paid for university teachers with public officer status (plus allowances in accordance with Section 155(4) BDG 1979, Section 240a BDG 1979 and Section 9 of the Austrian Federal Officers Social Plan Act [BB-SozPG]) do not exceed the salary as defined in Article 49(1).

## **B. General University Staff**

### **Article 50 Classification of General University Staff**

(1) All staff members as defined in Article 5(2)(2) shall be allocated to **job groups I to V** according to the type of their main activity and depending on fulfilment of classification criteria. The university management shall endeavour to employ the staff in accordance with their training and skills.

(2) **Project Staff** who are employed for a definite or an indefinite period of time for science / art projects (which are subsidised by third parties) but do not discharge any tasks in science / art shall be deemed staff members as defined in Article 5(2)(2) and shall be subject to the provisions for general university staff of this Collective Bargaining Agreement.

(3) The job groups are described in Article 51 by binding classification criteria. The activities and job profiles for individual job groups stated in **Annex 1** are non-exhaustive.

(4) In addition, all staff members as defined in Article 5(2)(2) will be allocated to a **Qualification Level**. Qualification Levels as defined in Article 52 shall be basic level and regular level, if applicable taking into account that the staff member was granted expert status.

(5) The university management shall be in charge of allocation to the job group and qualification level and granting of expert status to every staff member. The staff member shall be informed thereof and of all subsequent changes including the resulting salary in writing in the form of a *Dienstzettel* or employment contract.

(6) Every new staff member joining the University shall, as a matter of principle, begin at the basic level of his/her job group. Job-specific previous work experience may, however, be taken into account for allocation to a qualification level. For this purpose the staff member shall provide the University with evidence of his/her previous work experience at the time of conclusion of the contract but not later than two months after commencement of the employment relationship by relevant certificates or other references (if necessary, plus a translation).

(7) In well-founded cases the staff member may, in the course of the appraisal interview or conclusion of an individual target agreement, demand that his/her allocation to a job group and qualification level and the prerequisites to be fulfilled by him/her for being granted expert status be reviewed. If the University does not comply with such request or if no agreement can be reached on a new classification, the University shall give appropriate reasons therefor. At the staff member's request the Works Council shall be called in. The procedure for and modalities of a review of classification may be regulated by plant agreement.

(8) As regards the job groups, advancements to the next higher salary level shall in any case be made after completion of the advancement period provided for in Article 54 and taking into account the fact that expert status was granted, if applicable.

(9) For new staff members joining the University whose employment relationship commenced between 1 January and 30 June, the advancement period shall start on 1 January of the relevant year. If the employment relationship commenced between 1 July and 31 December, the advancement period shall start on 1 January of the subsequent year. More favourable regulations of the employment contract shall remain unaffected.

(10) If **expert status** is granted

(a) an advancement to the next higher salary level of the regular level applicable to the staff member shall be made and

(b) the period required for the next advancement at that salary level shall be reduced (advancement bonus).

(11) The advancement bonus shall be calculated in calendar months and results from the difference between the advancement period which according to Article 54 is relevant to the salary level that has been reached by the advancement as defined in letter (a) and the difference by which the advancement as defined in letter (a) has occurred earlier than provided for in Article 54. The advancement bonus shall be at least twelve and not more than 60 months.

(12) Staff members who due to the fact that they were granted expert status as defined in paragraph (10) letter (a) advance to the last salary level of their job group shall, after another five years, be granted a bonus in the amount of half of the difference between the amount applicable to that last salary level and the amount applicable to the previous salary level at that time. The same shall apply to staff members who are granted expert status while they are at the last salary level of their job group.

(13) Advancements in addition to those provided for in paragraph (10) shall be subject to a renewal of expert status.

(14) Excess payments on the basis of individual contractual agreements shall be admissible.

## Article 51 Job Group Scheme for General University Staff

Job Groups		Classification Criteria
<b>I</b>	Staff members who discharge simple, rote or mechanical tasks according to set guidelines and detailed work instruction.	Relevant knowledge acquired or proof of the relevant occupational requirements or practice
<b>IIa</b>	Staff members who discharge job-related or administrative tasks according to general guidelines and instructions, mainly as assistants.	Relevant knowledge acquired or proof of the relevant occupational requirements, e.g. completed apprenticeship, completion of a professional school/technical college
<b>IIb</b>	Staff members who due to their knowledge and experience discharge job-related or administrative tasks connected with their assignment almost independently	Relevant knowledge acquired or proof of the relevant occupational requirements, e.g. completed apprenticeship, completion of a professional school/technical college
<b>IIIa</b>	Staff members who due to their knowledge and experience discharge sophisticated tasks responsibly and independently	Commercial, job-related and organisational knowledge or proof of the relevant occupational requirements, e.g. certificate entitling to attend a university/ school-leaving certificate of a specialised school y
<b>IIIb</b>	Staff members who independently discharge sophisticated tasks in a responsible manner which require special skills and/or several years of practical experience.	Commercial, job-related and organisational special knowledge or proof of the relevant occupational requirements, e.g. school-leaving certificate of a specialised school, certificates of post-secondary and tertiary education of up to six semesters
<b>IVa</b>	Staff members who discharge difficult, responsible tasks with reasonable power of discretion.	Scientific, commercial, legal, technological and organisational expert work and proof of the relevant occupational requirements and/or with the qualification to manage organisational units, e.g. degree of a university of applied sciences or university degrees, school-leaving certificate of a specialised school with special knowledge
<b>IVb</b>	Staff members who discharge particularly difficult, responsible tasks with reasonable power of discretion.	Scientific, commercial, legal, technological and organisational expert work and proof of the relevant occupational requirements and/or with the qualification to manage organisational units, e.g. degree of a university of applied sciences or university degrees

<b>V</b>	Executive staff in positions that decisively influence the University in its area of activity with increased responsibility and comprehensive special knowledge as well as several years of experience in the relevant field.	Scientific, commercial, legal, technological and organisational expert work. Qualification to manage large organisational units with proven experience in leading staff members.
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## Article 52 Qualification Levels for General University Staff

(1) Every job group comprises two qualification levels, to which the staff members shall be allocated as follows:

### A. Basic Level

1. Staff members who are employed in the relevant occupation for the first time (in particular high school or university graduates) or
2. Staff members with no previous job-specific experience, or
3. Staff members who have been reallocated from lower job groups (Article 53(2)).

### B. Regular Level

1. Staff members after three years at the basic level of the same job group.
2. An advancement to regular level shall be possible earlier than after three years:
  - (a) if proof of previous job-specific experience is furnished, or
  - (b) if the staff member has been reallocated from a lower job group and would have to be allocated to the basic level of the higher job group as laid down in Article 53(2) and already possesses the required knowledge and experience, or
  - (c) if s/he has successfully completed subject-specific internal and external measures of training and continuing education to improve or expand his/her skills.

(2) Staff members shall be granted **expert status** by the university management if on the basis of an individual target agreement or an appraisal interview it has been ascertained that they fulfil the following number of the criteria listed in paragraph (3):

Job group I:	3 criteria
Job groups IIa to IIIb:	4 criteria
Job groups IVa to V:	5 criteria.

Qualification criteria which are typically necessary for discharging the responsibilities agreed in the employment contract shall not be considered. Qualification criteria which have already been taken into account when expert status was granted may only be recognised for a renewal of expert status if they have been fulfilled again after the previous advancement. This shall in particular be the case if modifications of the job profile in terms of organisation or content

require new qualifications.

- (3) The following qualification criteria shall be relevant to granting of expert status:
- (a) pro-active structuring and optimisation of workflows;
  - (b) repeated carrying out of internal trainings;
  - (c) recurring co-ordination and harmonisation activities across organisational units;
  - (d) repeated responsible participation in inter-divisional projects;
  - (e) assumption of the position of a "responsible officer" according to the legal bases applicable from time to time;
  - (f) successful completion of relevant internal and external measures of training and continuing education with respect to job-related and management qualification;
  - (g) above-average job-related skills;
  - (h) special communication and team skills and service-orientation;
  - (i) above-average knowledge of internal inter-divisional procedures and the ability to convey such knowledge;
  - (j) repeated assumption of temporary management functions as replacement of heads of organisational units;
  - (k) discharge of special tasks in the IT area or in the area of medical technical, chemical technical or other technical staff.

Additional qualification criteria may be stipulated by plant agreement.

### **Article 53 Procedure for Advancements and Reclassification**

(1) If a staff member is reallocated to a higher qualification level in the same job group or if s/he is granted expert status, s/he shall be entitled to the salary of the higher qualification level as of the first day of the month following reclassification or award of expert status.

(2) If a staff member is reallocated to a higher job group from the basic level or regular level, s/he shall be entitled to the salary of the qualification level in the new job group with the next higher amount compared to the salary paid so far according to the Collective Bargaining Agreement as of the first the day of the month following reclassification. If prior to reclassification the ACTUAL salary was above the salary provided for in the Collective Bargaining Agreement, such excess payment shall continue to be granted after reclassification. In the new job group an advancement to the next higher salary level shall be made after completion of the relevant advancement period, on the proviso that the period until the end of the advancement period shall be equal to the period for which the staff member would have had to serve in the lower job group until his/her advancement. Any decimals resulting from calculation of the period until advancement shall be rounded arithmetically. If two or more levels of the lower job group lead to the next higher salary level in terms of the amount of the higher job group which is reached by the reclassification, calculation of the period until the completion of the



advancement period in the next higher job group shall be made according to the above formula with the difference that these two or more levels of the lower job group shall be deemed a single advancement period in total.

#### Article 54 Salary Scheme for General University Staff

(1) The **gross monthly salary** in euros shall be (bracket term Y = advancement period in years; internal work experience required for the advancement)

#### Salary Scheme for General University Staff

Job Group	Qualification Level						
I	Basic Level						
	1,635.6 (3 J)						
	Regular Level 1	R2	R3	R4	R5	R6	R7
	1,757.5 (3 J)	1,818.4 (3 J)	1,940.4 (5 J)	2,001.6 (5 J)	2,062.4 (5 J)	2,123.6 (8 J)	2,184.4
IIa	Basic Level						
	1,757.5 (3 J)						
	Regular Level 1	R2	R3	R4	R5	R6	
	1,940.4 (3 J)	2,062.4 (5 J)	2,160.1 (7 J)	2,257.7 (8 J)	2,355.4 (8 J)	2,428.5	
IIb	Grundstufe						
	1,879.6 (3 J)						
	Regular Level 1	R2	R3	R4	R5	R6	
	2,062.4 (3 J)	2,184.4 (5 J)	2,282.2 (7 J)	2,379.7 (8 J)	2,477.4 (8 J)	2,550.5	
IIIa	Basic Level						
	2,001.6 (3 J)						
	Regular Level 1	R2	R3	R4	R5		
	2,245.6 (5 J)	2,550.5 (7 J)	2,794.6 (8 J)	2,977.8 (8 J)	3,099.8		
IIIb	Basic Level						
	2,306.7 (3 J)						
	Regular Level 1	R2	R3	R4	R5		

	2,550.5 (5 J)	2,855.7 (7 J)	3,099.8 (8 J)	3,282.5 (8 J)	3,404.6
IVa	Basic Level				
	2,550.5 (3 J)				
	Regular Level 1	R2	R3	R4	
	3,038.5 (8 J)	3,404.6 (8 J)	3,843.4 (8 J)	4,019.2	
IVb	Basic Level				
	2,794.6 (3 J)				
	Regular Level 1	R2	R3	R4	
	3,313.2 (8 J)	3,711.1 (8 J)	4,111.7 (8 J)	4,327.3	
V	Basic Level				
	3,038.5 (3 J)				
	Regular Level 1	R2	R3	R4	
	3,588.0 (8 J)	4,019.2 (8 J)	4,388.7 (8 J)	4,635.2	

(2) The monthly salary shall be payable on the fifteenth day of every month for the relevant calendar month. If the fifteenth is no working day, the salary shall be paid on the preceding working day.

(3) In addition, the staff member shall be entitled to a special payment on 15 March, 15 June, 15 September and 15 November of every year in the amount of one half of the salary to which s/he is entitled in the month of payment. If the employment relationship is established or if the working hours change during the calendar year the special payments shall be prorated for that year. The due dates for special payments shall not be affected by prior termination of the employment relationship.

(4) For Project Staff (Article 50(2)) pay dates other than those defined in paragraphs (2) and (3) may be provided for by plant agreement.

### **Article 55 Remuneration of General University Staff for Extra Hours**

(1) Overtime shall be compensated on a 1:1.5 basis by time off. Overtime worked on Sundays or public holidays shall be compensated on a 1:2 basis by time off. Extra hours worked by part-time staff (as defined in Section 19d para 3 AZG) which exceed the agreed working hours in the calculation period as defined in the first sentence of Article 34(3) by more than 20% shall be compensated on a 1:1.25 basis by time off.

(2) The staff member and the University shall agree on the dates such time off shall be consumed.

(3) Overtime worked at night (= between 10 p.m. and 6 a.m.) and overtime and extra hours

that are not compensated by time off (paragraph (1)) shall be remunerated in money according to the following provisions:

1. Remuneration of overtime consists of an hourly base rate and a surcharge.
2. The hourly base rate amounts to 1/160 of the gross monthly salary (Article 54). With this calculation bases all special payments in addition to twelve monthly payments have been taken into account for the purposes of remuneration of overtime and work on Sundays and public holidays.
3. The surcharge shall be calculated on the basis of the following percentages of the hourly base rate, however, only the highest percentage applicable will be used:
  - (a) overtime worked on Sundays or public holidays:

100%;
  - (b) overtime worked at night (= between 10 p.m. and 6 a.m.):

200%,
  - (c) any other overtime:

50%,
  - (d) extra hours (Section 19d para 3 AZG) which exceed the agreed working hours in the calculation period as defined in the first sentence of Article 34(3) by more than 20%:

25%.
- (4) In derogation of Article 49(10) and Article 54(2) overtime as defined in paragraph (3) item (3) shall be paid not later than in the second month following the month in which overtime was worked.

#### **Article 55a Work on Sundays and at night**

(1) Staff as defined in Article 5(2)(2) who work shifts or rotating shifts and whose normal daily working time has been extended to twelve hours under an internal agreement (Article 34(4)) shall be entitled to a surcharge of 1.65% of the monthly gross salary of job group IIIb / basic level (Article 54) for every hour worked during normal working time. Deviating regulations may be agreed by means of internal agreements; existing internal agreements shall be deemed deviating regulations.

(2) For staff as defined in Article 5(2)(2) who work at night (Section 12a(1) AZG [= between 10 p.m. and 5 a.m.]) a surcharge may be provided for by means of an internal agreement.

(3) Surcharges as defined in paragraph (1) or (2) shall not be taken into account when calculating the surcharge for overtime worked on Sundays or at night (Article 55(3) items 2 and 3 letter a or b) or for extra hours (Article 55(3) item 2 letter d).

## **Article 56 Remuneration of Apprentices, Holiday Work**

(1) The monthly apprentice pay for **apprentices** as defined in the Austrian Act on Vocational Training [*Berufsausbildungsgesetz/BAG*] amounts to

EUR	548.40 in the 1 <sup>st</sup> year
EUR	722.10 in the 2 <sup>nd</sup> year
EUR	920.70 in the 3 <sup>rd</sup> year
EUR	1,218.10 in the 4 <sup>th</sup> year of apprenticeship.

(2) **Holiday staff**, i.e. staff who work during holidays as casual staff without being obliged to do so pursuant to provisions of school or university laws (Section 8 para 1 item 3 letters h and i of the Austrian Act on General Social Security [*Allgemeines Sozialversicherungsgesetz/ASVG*]) are entitled to a monthly pay in the amount of the apprentice pay for the second year of apprenticeship.

(3) Article 54(2) and (3) and Article 55 shall also apply to apprentices and holiday staff.

## **C. Common Regulations**

### **Article 57 Standby Allowance**

(1) Staff members as defined in Article 5(2) items (1) and (2), except for staff members as defined in Article 69, shall be entitled to remuneration of standby duties, which

1. from Monday to Saturday for each hour of standby duty between 6 a.m. and 10 p.m. amounts to 1/240 of the applicable gross monthly salary as defined in Article 49 or Article 54,
2. from Monday to Saturday for each hour of standby duty between 10 p.m. and 6 a.m. amounts to 1/180 of the applicable gross monthly salary as defined in Article 49 or Article 54,
3. on Sundays or public holidays amounts to 1/180 of the applicable gross monthly salary as defined in Article 49 or Article 54 for each of the first to the eighth hour of standby duty and
4. on Sundays or public holidays amounts to 1/120 of the applicable gross monthly salary as defined in Article 49 or Article 54 for each hour from the ninth hour of standby duty

unless it has been agreed that such times be compensated by time off.

(2) The standby allowance shall be paid in derogation of Article 49(10) and Article 54(2) not later than together with the pay for the second month following the month in which standby duty was performed.

### **Article 58 On-call Allowance**

(1) Staff members as defined in Article 5(2) items (1) and (2), except for staff members as defined in Article 70, shall be entitled to remuneration of on-call duties, which

1. from Monday to Saturday for each hour of on-call duty between 6 a.m. and 10 p.m. amounts to:

0.1%,

2. from Monday to Saturday for each hour of on-call duty between 10 p.m. and 6 a.m. amounts to:

0.15%,

3. on Sundays or public holidays for each of the first to the eighth hour of on-call duty amounts to:

0.15%, and

4. on Sundays and public holidays for each hour from the ninth hour of on-call duty amounts to: 0.2%

of the gross monthly salary of job group IIIb / basic level as defined in Article 54.

(2) The on-call allowance shall be paid in derogation of Article 49(10) and Article 54(2) not later than together with the pay for the second month following the month in which on-call duty was performed.

(3) If the staff member as defined in paragraph (1) actually has to work for the University during on-call duty, such working time shall be remunerated as extra performance / overtime as defined in Article 55.

### **Article 59 Allowance for Exposure to Radiation and the Risk of Infection**

(1) The staff member shall be entitled to a monthly allowance for exposure to radiation and the risk of infection (12 times a year) to the extent and for as long as the staff member works in an area which is permanently and significantly exposed to radiation and the risk of infection and where the level of contamination is significantly higher than the general job-related risk of the occupational group on the basis of the prescribed protective measures.

(2) If the staff member is exposed to contamination for more than four and up to eight hours a day, the allowance for exposure to radiation and the risk of infection shall be 3% of the gross monthly salary of job group IIIb / regular level 1 as defined in Article 54 (large allowance for exposure to radiation / risk of infection).

(3) If the staff member is exposed to contamination for more than two and up to four hours a day, the allowance for exposure to radiation and the risk of infection shall be 2% of the gross monthly salary of job group IIIb / regular level 1 as defined in Article 54 (small allowance for exposure to radiation / risk of infection).

(4) In the case that situations where the risk of infection and exposure to radiation are

combined, the staff member shall be entitled to the allowance only once.

(5) The allowance shall be paid together with the monthly salary. In the case of part-time employment the allowance shall be prorated.

#### **Article 60 Dirty Work Allowance**

(1) The staff member shall be entitled to a monthly dirty work allowance (12 times a year) in the amount of 1.25% of the gross monthly salary of job group IIIb / regular level 1 as defined in Article 54 to the extent that and for as long as during his/her total working time s/he mainly has to work where s/he is bound to get him/herself and his/her clothes extremely dirty.

(2) The allowance shall be paid together with the monthly salary. In the case of part-time employment the allowance shall be prorated.

#### **Article 61 Commuting Allowance**

(1) The staff member who by declaration vis-à-vis the university receives a lump sum as defined in Section 16 (1) No. (6) letters (c), (d) or (e) of the Austrian Personal Income Tax Act [Einkommensteuergesetz/ESTG] 1988 shall be entitled to a commuting allowance from the day the declaration is made vis-à-vis the university.

(2) With effect from 1 January 2015 the commuting allowance for every full calendar month shall, in the cases defined in

1. Section 16 paragraph (1) No. (6) letter (c) EstG 1988, amount to the following for a distance between home and workplace of at least:

20 km to 40 km	EUR 18.63,
more than 40 km and up to 60 km	EUR 36.84,
more than 60 km	EUR 55.08,

2. Section 16 paragraph (1) No. (6) letter (c) EstG 1988, amount to the following for a distance between home and workplace of:

at least 2 km and up to 20 km	EUR 10.14,
more than 20 km and up to 40 km	EUR 40.23,
more than 40 km and up to 60 km	EUR 70.02,
more than 60 km	EUR 100,

3. Section 16(1) No. (6) letter (e) EstG 1988, amount to the following for trips from home to the workplace on:

at least 8 but not more than 10 days per calendar month	two thirds,
at least four but not more than 7 days per calendar month	one third

of the relevant monthly amount defined in No. 1 or 2.

The above monthly payments shall decrease or increase according to the change of the 2010 Consumer Price Index published by the government agency Statistics Austria or the index replacing the same compared to the index figure published for September 2012; however, changes shall not be taken into consideration unless they exceed 5% of that index figure and subsequently 5% of the index figure most recently used for adjustment. The new amounts shall apply from the first day of the month after the next month following publication of the index change by the government agency Statistics Austria. The amounts that are published by order of the Federal Chancellor and changed through adjustment shall be relevant, including the date the change enters into effect.

(3) If two regular workplaces have been defined in the employment contract or *Dienstzettel* (Article 8 (3) and (4)) and if different routes are required to reach those workplaces, all routes as defined in paragraph 2 in conjunction with Section 16 (1) (6) *EstG* shall be taken into account.

(4) The entitlement to a commuting allowance shall end at midnight of the day on which the prerequisites of Section 16 (1) No. (6) letter (c), (d) or (e) *EstG* 1988 are no longer fulfilled.

(5) The commuting allowance shall be paid together with the monthly salary (Article 49 (10), Article 54 (2)) and shall be payable twelve times a year and not earlier than from the month following the month in which the staff member made the declaration as laid down in paragraph (1).

(6) The staff member shall be obliged to immediately advise all circumstances which are relevant to a change or loss of the entitlement to commuting allowance (Section 16 (1) (6) *EstG*).

(7) Commuting allowances which were wrongfully paid on the basis of incomplete or inaccurate information or due to a violation of the obligations defined in paragraph (6) are excess benefits which shall be refunded in any event.

(8) If the staff member is unable to work for more than one month (Article 16), the entitlement to commuting allowance shall cease on the day which is equal to the date after the first day of inability to work in the previous month, except in the case of annual leave (Article 19) and inability to work due to an accident at work. The entitlement to commuting allowance shall be re-established on the day work is resumed. If annual leave or times of inability to work due to an accident at work fall into this period of inability to work (Article 16), it shall be reduced accordingly.

(9) In calendar months in which the staff member renders no work s/he shall not be entitled to a commuting allowance except for paragraph (8). Except for paragraph (1) the commuting allowance shall be prorated in calendar months in which the employment relationship, leave of absence, military or civil service, study leave or educational leave or any other leave commences or ends.

(10) The provisions of paragraph (1) to (9) shall apply with retroactive effect as of 01 October 2009. For staff members who filed an application for commuting allowance including all required evidence by 31 October 2009, the provisions of this Collective Bargaining Agreement in its original version shall apply until 31 December 2009 if and as long as the prerequisites provided

there are met and the commuting allowance is not lower than the amount resulting from paragraphs (1) to (9).

#### **Article 62 Business Trips**

- (1) Business trip means that the staff member has to travel a distance of at least three kilometres from his/her workplace to discharge a task assigned to him/her by the University.
- (2) Business trips start upon leaving the workplace if the staff member departs from there or otherwise upon leaving the staff member's nearest home for travel purposes. Business trips end upon return to the workplace or the said home as necessary for travel purposes.
- (3) The prerequisites for and modalities of as well as the amount of remuneration of business trips may be regulated by plant agreement.
- (4) Plant agreements may also provide for regulations on the granting of subsidies to attend events serving teaching, research and development purposes and the purpose of developing the arts or other continuing education and attendance of which is related to the staff member's tasks.

#### **Article 63 Anniversary Bonus, Advance on Salary**

- (1) Staff members who have worked for the University for several years shall be entitled to one-off anniversary bonuses. The prerequisites for and amount of such entitlements may be regulated by plant agreement.
- (2) Entitlements of the staff member to an advance on salary including the necessary prerequisites and modalities may also be provided for by plant agreement.

#### **Article 64 Claiming Entitlements**

- (1) Entitlements as defined in Article 62 paragraphs (1) to (3) shall be claimed from the University by presentation of invoices within six months of the end of the business trip; otherwise such entitlements shall be excluded.
- (2) The staff member shall claim any entitlements other than those stated in paragraph (1) from the University in writing within six months of the due date; otherwise such entitlements shall be excluded.
- (3) If the staff member claims his/her entitlements in time as laid down in paragraphs (1) and (2) his/her claims shall be protected even beyond the periods prescribed therein if s/he files an action with the court having jurisdiction
  - (a) within three months of receipt of a final negative decision of the University,
  - (b) within six months if the University has not commented on his/her claim in writing by then.



(4) The University's claims under the employment relationship shall be asserted in court within six months of the time when they may be asserted; otherwise such claims shall be excluded.

## **D. Special Provisions for Medical Universities and the Vienna University of Veterinary Medicine**

### **Article 65 Nursing Staff**

(1) The provisions of Articles 50 to 55 shall apply to staff members as defined in Article 42 subject to the condition that requirements and authorities under occupational law shall not be affected by the job profiles for nursing staff.

(2) For the strain related to their job staff members as defined in paragraph (1) shall be entitled to a monthly allowance of 6.25% of the gross monthly salary of job group IIIb / regular level 1 as defined in Article 54. In the case of part-time employment the allowance shall be prorated.

(3) In addition, staff members as defined in paragraph (1) who work in the clinical sector of a Medical University shall receive a monthly allowance for their contribution to clinical patient care which

- (a) in the job groups I and IIIb (Article 51) amounts to 6.25%,
- (b) in the job groups IIa, IIb, IIIa, IVa and IVb (Article 51) amounts to 12.5%

of the gross monthly salary of job group IIIb / basic level 1 (Article 54). In the case of part-time employment the allowance shall be prorated.

### **Article 66 Physicians for Exclusive Discharge of Tasks at a Hospital**

Article 49 and Article 68 shall apply to staff members as defined in Article 43 subject to the condition that they must be allocated to job group B1.

### **Article 67 Physicians Undergoing Specialist Training**

Articles 49 and 68 shall apply to staff members as defined in Article 44 subject to the condition that they must be allocated to job group B1 and to salary group A2 if a qualification agreement has been concluded with them (Article 46).

**Article 68 Salary Scheme for University Staff in Science (special provision regarding Article 49)**

(1) Article 49(6) shall apply to staff members as defined in Article 5(2)(1) who are employed as physicians or dentists in the clinical sector of a Medical University. Remuneration of standby duties (Article 69) and on-call duties (Article 70) shall remain unaffected thereby. Extra work in connection with patient care (Section 29 para 1 item 4 *UG*) exceeding normal weekly working hours during the calculation period as defined in Article 40(4) shall, provided that they were expressly ordered and documented by the head of the organisational unit in accordance with the *KA-AZG* or that the prerequisites of Article 35(3) in conjunction with Section 8 *KA-AZG* have been fulfilled, be remunerated as extra hours / overtime by applying Article 55 accordingly. For the purpose of this provision times as defined in Article 40(5) (compensatory hours), Article 69 (standby duties) and Article 70 (on-call duties) shall not be deemed extra work.

(2) Staff members as defined in Article 5(2)(1) who are employed as physicians or dentists at a Medical University shall be entitled to a monthly allowance of 7.5% of the gross monthly salary of job group IIIb / regular level 1 (Article 54) for the hardships in connection with their job. For staff members as defined in Article 5(2)(1) who are employed as physicians or dentists in the clinical sector of a Medical University such allowance shall be increased to 22.5% of the gross monthly salary of job group IIIb / regular level 1 (Article 54) for the term of effectiveness of a plant agreement pursuant to Section 3 para 4 and Section 4 *KA-AZG* (Article 40(7) and (8)) by which operation of the hospital (Article 37(1)) is ensured. In the case of part-time employment the allowance shall be prorated.

**Article 69 Standby Allowance**

(1) Staff members as defined in Article 5(2)(1) and staff members as defined in Article 43 and Article 44 who are employed as physicians or dentists in the clinical sector of a Medical University shall be entitled to remuneration of standby duties which

1. for each hour of standby duty from Monday to Saturday worked between 6 a.m. and 10 p.m. amounts to:  
1.07%,
2. for each hour of standby duty from Monday to Saturday worked between 10 p.m. and 6 a.m. amounts to:  
1.43%,
3. for each of the first to the eighth hour of standby duty on Sundays or public holidays amounts to:  
1.43% and
4. for each hour as from the ninth hour of standby duty on Sundays or public holidays amounts to:  
2.15%

of the gross monthly salary of job group IIIb / regular level 1 (Article 54) unless such times are compensated by time off.

(2) Staff members as defined in paragraph (1) with whom part-time work has been agreed shall be entitled to remuneration of standby duties which:

1. for each hour of standby duty from Monday to Saturday amounts to: 0.89%,
2. for each of the first to the eighth hour of standby duty on Sundays or public holidays amounts to: 0.89% and
3. for each hour from the ninth hour of standby duty on Sundays or public holidays amounts to: 1.07%

of the gross monthly salary of job group IIIb / regular level 1 (Article 54). Paragraph (1) shall apply to standby duties which in any month exceed 40 working hours per week on average. If during a standby duty hours as defined in the first and the second sentence are worked, those hours of standby duty shall be remunerated according to the second sentence for which the higher standby allowance is payable.

(3) Staff members as defined in Article 5(2)(1) who are employed as veterinary surgeons at the Vienna University of Veterinary Medicine shall be entitled to remuneration of standby duties which:

1. for each hour of standby duty from Monday to Saturday worked between 6 a.m. and 10 p.m. amounts to:  
0.82%,
2. for each hour of standby duty from Monday to Saturday worked between 10 p.m. and 6 a.m. amounts to:  
1.10%,
3. for each of the first to the eighth hour of standby duty on Sundays or public holidays amounts to:  
1.10% and
4. for each hour from the ninth hour of standby duty on Sundays or public holidays amounts to:  
1.65 %

of the gross monthly salary of job group IIIb / regular level 1 (Article 54) unless such times are compensated by time off.

(4) Staff members as defined in paragraph (3) with whom part-time employment has been agreed shall be entitled to remuneration of 0.55 % of the gross monthly salary of job group IIIb / regular level 1 (Article 54) for each hour of standby duty. Paragraph (3) shall apply to standby duties which in any month exceed 40 working hours per week on average. If in the case of standby duty hours as defined in the first and second sentence are worked, those hours of standby duty shall be remunerated according to the second sentence for which the higher

standby allowance is payable.

(5) The standby allowance shall be paid in derogation of Article 49(10) not later than together with the salary for the second month following the month in which standby duty was performed.

#### **Article 70 On-call Allowance**

(1) Staff members as defined in Article 5(2) No. 1 and staff members as defined in Article 43 and Article 44 who are employed as physicians or dentists at a Medical University shall be entitled to remuneration for on-call duties which

1. for each hour of on-call duty from Monday to Saturday worked between 6 a.m. and 10 p.m. amounts to: 0.21 %,

2. for each hour of on-call duty from Monday to Saturday worked between 10 p.m. and 6 a.m. amounts to: 0.29 %,

3. for each of the first to the eighth hour of on-call duty worked on Sundays or public holidays amounts to: 0.29% and

4. for each hour from the ninth hour of on-call duty worked on Sundays or public holidays amounts to: 0.43%

of the gross monthly salary of job group IIIb / regular level 1 (Article 54).

(2) The on-call allowance shall be paid in derogation of Article 49(10) not later than together with the salary for the second month following the month in which on-call duty was performed.

(3) If the staff member as defined in paragraph (1) actually has to work for the Medical University during on-call duty, such working time shall be remunerated as extra performance / overtime as defined in Article 55.

## **Part 4**

### **Old-Age Provision**

#### **Article 71 Pension Fund Commitment**

(1) The Universities make a pension fund commitment as defined in paragraph (2) vis-à-vis all staff members who are employed with them, which shall exclusively be based on contributions and the current calculatory interest rate of 3%. Effectiveness of this commitment shall depend on conclusion of a plant agreement (Section 97 para 1 item 18a *ArbVG*).

(2) Staff members mentioned in paragraph (1) means all persons

1. whose employment relationship with the University was established after 31 December 2003 or transferred to the University as laid down in Section 126 paragraphs 5 and 7 *UG* and

2. whose employment relationship with the relevant University has existed for more than 24 months without interruption, and
  3. who are not
    - a) marginally employed (Section 5 (2) ASVG, or
    - b) employed as an apprentice.
- (3) Every University shall conclude a pension fund contract in favour of the persons who are subject to this Collective Bargaining Agreement for implementation of the regulations contained in this Collective Bargaining Agreement and the plant agreement as defined in paragraph (1).

### **Article 72 Benefits**

- (1) The pension fund commitment shall at least include old-age pensions to which the staff member will be entitled after s/he has attained the age of 60 and the employment relationship with the University is terminated.
- (2) The right to benefits shall be designed in a gender-neutral way by means of unisex tables.
- (3) If the present value of the pension entitlements does not exceed the amount resulting from Section 1 para 2 and para 2a of the Austrian Pension Funds Act [*Pensionskassengesetz/ PKG*] the beneficiary may be compensated by the pension fund.

### **Article 73 Contributions paid by the University**

- (1) As from the first day of the month following the month in which the prerequisite defined in Article 71(2) have been fulfilled but not earlier than two years after entry into force of this Collective Bargaining Agreement the University shall pay a regular monthly contribution to the pension fund for the remaining term of the employment relationship for which contributions have to be paid:
  1. for University Professors (Article 25): 10% of the gross monthly salary;
  2. for all other staff members: 3% of the portion of the gross monthly salary below the applicable maximum contribution basis defined in the ASVG; this amount shall be increased to 10% of the portion of the gross monthly salary above the maximum contribution basis.
- (2) Gross salary as defined in paragraph (1) means the applicable salary according to Article 49 or Article 54, respectively, plus allowances according to Articles 57, 59, 60 and 69, if any, plus remuneration according to Article 58 and Article 70.
- (3) In months in which a special payment is payable (Article 49(11) or (12), Article 54(3) or (4)) an additional special contribution at the percentage rate resulting from paragraph (1) shall be paid on that amount.
- (4) The obligation to pay contributions shall cease upon the staff member's withdrawal from the employment relationship with the University. The obligation to pay contributions shall be

suspended for periods in which the staff member has no salary entitlements vis-à-vis the University.

(5) For staff members as defined in Article 71(2) a one-off contribution shall be paid to the pension fund within three months of completion of a two-year employment (Article 71(2)(2), which will result from subsequent payment of contributions as defined in paragraphs (1) and (2) from commencement of the employment relationship.

(5a) For staff members who are employed by the University after successful completion of an apprenticeship beyond the statutory period for retaining a former apprentice (Section 18 of the Austrian Act on Vocational Training [*Berufsausbildungsgesetz*]) a one-off contribution shall be paid to the Pension Fund within three months of the end of the statutory period for retaining a former apprentice, which results from subsequent payment of contributions as defined in paragraph (1) on the basis of the gross salaries as defined in paragraph (2) (or, for the period of the apprenticeship, on the basis of the apprentice pay).

(6) The University may stop its contribution payments for good if its economic situation has deteriorated to such an extent that maintaining the pension fund commitment would put the University's continued existence at risk.

(7) The University may suspend or reduce its regular contribution payments temporarily for important economic reasons.

(8) Contributions as defined in paragraphs 1, 3 and 5 shall only have to be paid to the extent that they exceed the amount that is additionally granted or has so far been actually paid to a staff member pursuant to Article 71(2) on the basis of an individual agreement on financing of a private old-age pension plan.

(9) In the case of Article 49(14) contributions as defined in paragraphs (1), (3) and (5) shall only be paid to the extent that the salary as defined in paragraph (2) exceeds the salary of a university teacher who was released from work (plus allowances as defined in Section 155(4) BDG 1979, Section 240a BDG 1979 and Section 9 BB-SozPG) within the meaning of Article 49(14).

#### **Article 74 Contributions paid by the Staff**

(1) Upon conclusion of a relevant written agreement with the pension fund the staff member may pay his/her own contributions to the pension fund which lead to an increase in benefits. The amount of the staff members' contributions shall be limited to the amount of the contributions to be paid by the University pursuant to Article 73. In addition, the staff member shall have the possibility of paying his/her own contributions to the pension fund pursuant to Section 108a of the Austrian Personal Income Tax Act [*Einkommensteuergesetz/ EStG*] 1988 up to the amount stated in the Act.

(2) Payment of staff members' contributions shall be possible as of commencement of contribution payments on the part of the University and Article 73(4) shall apply accordingly. The University shall be entitled to withhold the staff members' contributions from their salaries. The University shall be obliged to pay those amounts to the pension fund together with the employer's contributions.

## **Article 75 Vested Rights**

- (1) Both the University's contributions and the staff members' contributions shall become vested immediately upon payment of the same.
- (2) If staff members have acquired vested rights to future pension payments they will be entitled to the vested amount if the employment relationship is terminated before the benefit case. The vested amount shall be 100% of the premium reserve allocated to the beneficiary as at the relevant termination date. Beneficiaries may dispose of the vested amount according to Section 5 paras 2 and 3 of the Austrian Company Pensions Act [*Betriebspensionsgesetz /BPG*].

## **Part 5**

### **Final Provisions**

#### **Article 76 Transfer of Staff Newly Employed after 31 December 2003; Transitional Regulation on Contributions to Pension Funds**

- (1) Employment relationships of staff members who were newly employed by the relevant University after 31 December 2003 that exist at the time of entry into force of this Collective Bargaining Agreement shall not be affected by this Collective Bargaining Agreement as to their existence. There will be no change either regarding any fixed term of the employment relationship.
- (2) Upon entry into force of this Collective Bargaining Agreement the *VBG 1948* shall no longer be a part of the employment contract as regards staff members who were employed by the University after 31 December 2003. Any regulations provided for in the employment agreement or a plant agreement which are more favourable than this Collective Bargaining Agreement or other mandatory provisions shall remain unaffected. Save for the cases defined in paragraph (5) this shall not apply if the relevant right was expressly granted in the employment contract or in the plant agreement only for the time prior to entry into force of this Collective Bargaining Agreement.
- (3) All staff members shall be allocated to a job group as defined in Articles 48 and 49 or Articles 51 and 52 according to the type of their main activity. When doing so, all periods of service at the relevant University in a comparable position shall subject to paragraph (4) be taken into account. The staff member shall be notified in writing about his/her classification within twelve months of entry into force of the Collective Bargaining Agreement.
- (4) Staff members who are allocated to salary group B2 according to paragraph (3) may advance as defined in Article 49(4) in conjunction with Article 49(3) letter (a) first sentence not earlier than two years after entry into force of this Collective Bargaining Agreement.
- (5) Entitlements to a monthly salary that is higher than the salary defined in Articles 49 or 54 as well as entitlements to allowances that are higher than those defined in Articles 59 and 60

which exist at the time of entry into force of this Collective Bargaining Agreement shall in any case continue to exist. The entitlements mentioned in the first sentence shall be adjusted according to future stable-value adjustments of the salary schemes as defined in Articles 49 or 54. Advancements within the job group to which the staff members are allocated according to paragraph (3) that depend on periods of service shall lead to no increase in salary for as long as the salary defined in the Collective Bargaining Agreement does not exceed the salary (including valorisations) applicable at the time of entry into force of this Collective Bargaining Agreement (absorption). Staff members as defined in Article 5 (2) (2) who were chosen for advancements that are dependent on periods of service immediately before entry into force of this Collective Bargaining Agreement on the basis of the VBG 1948, and in the case of whose advancements that depend on periods of service as defined in Article 54 do not result in a salary increase for a period of time beyond 30 September 2013 due to absorption, shall advance to the next regular level above the salary to which they are actually entitled in September 2013 as defined in Article 54 with effect as of 01 October 2013, and the salary increase shall be at least EUR 60. Further advancements shall be in accordance with Article 54.

(6) Entitlements of staff members with whom a special agreement as defined in Section 36 VBG was concluded prior to entry into force of this Collective Bargaining Agreement which provides for an excess payment compared to the classification that corresponds to the staff member's position according to the VBG and for which there is no equivalent in the job group scheme (Articles 48 and 51) shall also be excluded from increases for as long as the rates defined in Articles 49 or 54 or Articles 59 and 60 valorised in future have not reached the amount of the individual entitlements applicable at the time of entry into force of this Collective Bargaining Agreement.

(7) When applying Article 22(1) all consecutive periods of service at the relevant University (including periods under the Austrian Statute on Remuneration of Scientific and Artistic Work at Universities and Universities of the Arts [*UniAbgG*]) shall be taken into account, even if they were served prior to entry into force of this Collective Bargaining Agreement.

(8) In derogation of Article 73(1) and (3) in the first two years after entry into force of this Collective Bargaining Agreement the following contributions shall be paid to the pension fund:

1. 7.27% for University Professors (Article 25),
2. 2.18% for all other staff members,

each based on the salary as defined in Article 73(2) and (3).

(9) For staff members as defined in Article 71 (2) or Article 73 (5), respectively, the University shall pay, subject to Article 77 (2), a one-off contribution for periods served after 31 December 2003 but prior to entry into force of this Collective Bargaining Agreement within a period of twelve months of entry into force of this Collective Bargaining Agreement. When calculating this one-off contribution Article 73(2) to (4) shall be applied subject to the condition that the percentages defined in Article 73(1)(2) shall be replaced by 0.75% of the relevant gross monthly salary. The one-off contribution shall only be paid to the extent that no payments will have been made by then to a pension fund or on the basis of an individual agreement on financing of a private old-age pension plan. Article 74 shall apply *mutatis mutandis*.



## **Article 77 Project Staff**

(1) Staff members who are to be classified according to Article 28 and Article 50 (2) and whose employment contract was concluded prior to entry into force of this Collective Bargaining Agreement shall only be subject to the provisions of Article 49 (1) to (10) and Article 54 (1) of this Collective Bargaining Agreement three years after entry into force of the Collective Bargaining Agreement. This shall also apply to Project Staff whose employment contracts were concluded before entry into force of the Collective Bargaining Agreement but which are renewed after its entry into force for a total maximum period of one year to continue or conclude the relevant project; this exception shall be valid not longer than until 30 September 2012.

(2) Staff members who are to be classified according to the last sentence of Article 26 (2) or Article 28 or Article 50 (2) and whose employment contract was concluded prior to entry into force of this Collective Bargaining Agreement or has been renewed in accordance with paragraph (1) shall only be subject to the provisions of Article 71 and Article 75 three years after entry into force of this Collective Bargaining Agreement. For those staff members neither subsequent payments as defined in Article 73 (5) nor those defined in Article 76 (9) shall be payable for prior periods.

## **Article 78 "Trainee Staff in Science / Art", Assistants with no Doctorate; Assistant Professors as defined in Section 49I of the Austrian Act on Federal Employees [Vertragsbedienstetengesetz/VBG]**

(1) For staff in science / art who were employed by the University after 31 December 2003 and prior to entry into force of this Collective Bargaining Agreement under an employment relationship which is basically in line with the regulations of Section 6 *et seq.* *UniAbgG* (in particular with respect to the granting of time for rendering independent services in science and art and for training and continuing education in the specific subject and the amount of salary that is different from the salary scheme for assistants) the working hours, tasks allocated and the salary as determined in the relevant employment contract shall be considered the compulsory minimum standard in derogation of Articles 31, 49 and 76. The salary shall at least be the amount applicable as of 1 October 2009 pursuant to Section 6f para 1 item 1 in conjunction with Section 7 para 6 *UniAbgG*. In the case of part-time employment the salary shall be prorated.

(2) Staff members in science / art who have been transferred according to paragraph (1) and trainee staff in science / art as defined in Section 6 *et seq.* *UniAbgG* may be offered a qualification agreement according to Article 80.

(3) Former assistants as defined in Section 49I VBG who received no severance pay because they were transferred to an employment relationship with a university (Section 49r(2) VBG) shall be entitled to subsequent payment of the contributions pursuant to Section 6(1) of the Austrian Statute on Company Severance Payment and Pension Funds and Pension Provisions for Self-Employed [Betriebliches Mitarbeiter- und Selbständigenvorsorgegesetz/BMSVG] for the period of service served as an assistant as defined in Section 49I VBG. Such subsequent payment shall be made within 12 months by the university at which the staff member was employed as an assistant as defined by Section 49I VBG to the severance payment and pension fund which is

then in charge of the staff member. In the case of a transfer to a different university, the staff member shall inform the university at which s/he was employed as an assistant as defined by Section 49I VBG hereof and shall disclose to it the severance pay and pension fund which is then in charge of the staff member.

### **Article 79 Staff Entering Into the Collective Bargaining Agreement**

(1) Staff members who are eligible for entry into the Collective Bargaining Agreement as defined in Section 126 para 5 or para 7 *UG* shall be notified in writing by the University within eighteen months of entry into force of this Collective Bargaining Agreement. Such notice shall state

1. the job group as defined in Articles 48 and 49 or Articles 51 and 52
2. and, if applicable, the salary level that depends on periods of service (taking into account the periods of service stated in Section 126 para 8 *UG*) within that job group to which the staff member would have to be allocated in the case of a change, and
3. the time at which the advancement to the next higher salary level that depends on periods of service (taking into account the periods of service stated in Section 126 para 8 *UG*) is to be expected.

(2) The University shall endeavour to carefully examine the envisaged classification. No claims may be derived from the notification itself. Article 50 shall remain unaffected thereby.

(3) If the staff member agrees to enter into the Collective Bargaining Agreement s/he shall be classified according to the provisions of the Collective Bargaining Agreement. If the staff member is classified by the University at a lower level than stated in the notification mentioned in paragraph (1), s/he shall be entitled to revoke such declaration within two months of knowledge of his/her actual classification.

(4) Staff members who have declared to enter into the Collective Bargaining Agreement will have taken into account their periods of service served within their previous employment relationship in accordance with the Austrian Act on Federal Employees [Vertragsbedienstetengesetz/VBG] for all rights which depend on time (Section 126(8) second sentence of the Austrian Universities Act [Universitätsgesetz/UG]). The entitlement to future severance pay (Section 23 of the Austrian Employees Act [Angestelltengesetz/AngG]) may be transferred by means of a written agreement to the severance pay and pension fund of the university; in such a case no reductions are permitted.

### **Article 80 Qualification Agreement**

Staff in science / art who have been transferred according to Article 78 as well as Assistant Professors as defined in Section 49I VBG who have been transferred according to Section 126 paras 1 to 4 *UG* may be offered a qualification agreement as defined in Article 27 after this Collective Bargaining Agreement has entered into force, provided that

1. the need exists according to the internal structure planning (Article 27(1));

- 2 no internal job advertisement as defined in Article 26(8) is required;
3. (a) the offer to enter into a qualification agreement was made so timely after entry into force of the Collective Bargaining Agreement that it will be possible to achieve the qualification during the remaining contract term, or  
(b) in the case of a renewal of the expiring contract or conclusion of an employment contract after employment as staff member in science / art as defined in the *UniAbgG* has ended the qualification agreement is offered at the time of conclusion of the follow-up employment contract.

### **Article 81 Amendments**

- (1) The amendments to this Collective Bargaining Agreement caused by the First Addendum of 18 January 2010 shall enter into force with retroactive effect on 01 October 2009, except for the revised version of Article 61.
- (2) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) and the apprentice pays (Article 56) including any excess payments shall be raised by 0.9% and an additional EUR 4 (in the case of part-time employment the prorated euro amount shall apply) for the period until 31 December 2010 with effect as of 01 January 2010. The resulting sum shall be rounded arithmetically to the first decimal place. The salary for December 2009 shall be used as the basis for calculation of this increase.
- (3) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments shall be raised by EUR 34.50 with effect as of 1 January 2011. The apprentice pay (Article 56) shall be raised by 2.3% with effect as of 1 January 2011. In the case of part-time employment the prorated euro amount shall apply.
- (4) The amendments to Article 49(11), Article 54(3), Article 70(1) and Article 79(4) of this Collective Bargaining Agreement agreed on 15 December 2010 shall enter into force on 1 January 2011; the amendments to Article 69(2) shall enter into force on 1 October 2009 with retroactive effect.
- (5) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments and the apprentice pay (Article 56) shall be raised by 3.0% with effect as of 1 January 2012.
- (6) Article 19(7a) and (8), Article 49(14) and Article 73(9) shall enter into force on 1 January 2013.
- (7) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments shall be raised by EUR 30 with effect as of 1 June 2013. In the case of part-time employment the prorated euro amount shall apply. The apprentice pay (Article 56) shall be raised by 1.85% with effect as of 1 June 2013. The resulting amounts shall be rounded arithmetically to the first decimal place.
- (8) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments and the apprentice pay (Article 56) shall be raised by 2.1% with effect as of 1 January 2014. The resulting amounts shall be rounded arithmetically to

the first decimal place.

(9) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments and the apprentice pay (Article 56) shall be raised by 1.8% with effect as of 1 January 2015. The resulting amounts shall be rounded arithmetically to the first decimal place.

(10) The amendments to Article 42 and Article 61(1), (2), (4) and (7) of the Sixth Addendum to this Collective Bargaining Agreement shall become effective on 1 January 2015.

(11) The salaries of the University Staff subject to this Collective Bargaining Agreement (Articles 49 and 54) including any excess payments and the apprentice pay (Article 56) shall be raised by 1.26 % with effect as of 1 January 2016. The resulting amounts shall be rounded arithmetically to the first decimal place.

(12) The amendment to Article 49(7) with the Seventh Addendum to this Collective Bargaining Agreement shall become effective upon commencement of the academic year 2016/2017. This shall not affect existing calculation periods which were agreed otherwise; however, they shall end in any case upon the end of the academic year 2017.

(13) The amendments to Article 20(5) with the Seventh Addendum to this Collective Bargaining Agreement shall become effective on 1 January 2016.(14) The salaries of persons who are subject to the Collective Bargaining Agreement for University Staff (Articles 49 and 54) including excess payments, if any, and the apprentice pay (Article 56) shall be raised by 1.0%, but at least by EUR 34.50, with effect as of 1 January 2017. In the case of part-time employment the prorated euro amount shall apply. The amounts so calculated shall be rounded arithmetically to the first decimal place.

(15) The salaries of persons who are subject to the Collective Bargaining Agreement for University Staff (Articles 49 and 54) including excess payments, if any, and the apprentice pay (Article 56) shall be raised by 2.33%, with effect as of 1 February 2018. In the case of part-time employment the prorated euro amount shall apply. The amounts so calculated shall be rounded arithmetically to the first decimal place.

## Annex 1

### Non-exhaustive list of tasks and job profiles for the job groups defined in Article 51:

Job Group	Administrative Staff	Technical Staff and Staff in Science and Nursing Staff
I	Caretaker, stagehand, cleaning staff, courier services, casual and service staff at workshops, filing department, porter, custodian, telephone operator, typist and data typist	laboratory assistant, nursing assistant, Medical assistant professions
Ila	Administrative clerk; book-keeping clerk; sports manager,	Qualified staff: printer, electrician, gardener, laboratory staff, animal keeper, test engineer, chemical technical specialist, systems engineer, laboratory technician and measurement engineer,  medical technical specialist, graduated nurses, graduated medical assistance
Ilb	Independent, autonomous office management, book-keeper, clerk, e.g. in accounting, controlling, purchasing, sales, human resources, quality management, library, payroll accounting, study and examination matters; specialist, e.g. light board operator, cabinet maker, precision engineer, photographer	self-employed professionals working on their own responsibility: printer, electrician, gardener, animal keeper,  laboratory specialist, workshop manager, test engineer, chemical technical specialist, systems engineer, laboratory technician and measurement engineer,  IT engineer  medical technical specialists, graduated nurses, head nurse, senior nurse, teaching midwife
IIla	Simple management tasks in faculties, departments and institutes, assistant in the area of general administration; head of section, head of division or head of department of small organisational units; senior librarian	Technical assistant, chemical technical assistant; audio, video, equipment and mechanical services engineer (facility manager), master pianoforte maker, master stage technician, IT application engineer, IT designer, senior medical technical services, study nurse
IIlb	Senior management tasks in faculties, departments and institutes; head of	Technical assistant for large devices, e.g. electron microscope; head of small

	section in the area of general administration; head of section, head of division or head of department of small organisational units; senior librarian	laboratories, security specialist IT manager, IT developer senior medical technical services
IVa	Specialist in the area of general administration according to job group, e.g. lawyer, controller, human resources manager, librarian, head of section, head of division or head of department of organisational units	Specialist in the field of scientific technical services, e.g. chemist, physicist, laboratory manager  (head of) medical technical senior assistants or ward assistant  analyst, system organiser, project manager
IVb	Specialist in the area of general administration according to job group, e.g. lawyer, controller, human resources manager, librarian, head of section, head of division or head of department of large organisational units or deputy manager of job group V	Specialist in the field of scientific technical services, e.g. chemist, physicist, head of laboratory  head of division or department of large organisational units or deputy manager of job group V,  head analyst, head organiser,  head nurse, senior medical technical services
V	Responsible manager of faculties or inter-divisional facilities of the University	Responsible manager of large organisational units