COLLECTIVE AGREEMENT

For employees in non-university research (Research CA)

IN THE VERSION FROM JANUARY 1, 2022

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COLLECTIVE AGREEMENT

For employees in non-university research (Research CA)

IN THE VERSION FROM JANUARY 1, 2022

Dear colleague!
Cherished member!

You have in your hands the updated new edition of your Collective Agreement. This regulates important claims from your employment relationship. These include those to which there is no legal entitlement, such as holiday and Christmas bonuses.

A Collective Agreement

- creates equal minimum standards of pay and working conditions for all workers in a sector,
- prevents workers from being played off against each other to their disadvantage,
- creates a greater balance of power between workers and employers, and
- ensures a level playing field between companies in the same sector.

The GPA Trade Union negotiates more than 170 collective agreements with the relevant employers' associations every year. In order for a new collective agreement to be concluded or for an existing one to be improved, agreement must be reached on the content thereof. Often this only succeeds after several rounds of negotiations, and sometimes we as a trade union have to create pressure even up to the point of strike action. As a trade union member, you make a decisive contribution to the strength with which we can enforce demands in the workers' interests. Therefore, we would like to take this opportunity to thank you very much for your membership.

Should you have any questions regarding your Collective Agreement or your employment relationship, we are at your disposal.

Best regards,

Barbara Teiber, MA
Chairwoman

Karl Dürtscher
Division Manager

COLLECTIVE AGREEMENT highlights:

- Increase by 3.05% percent of CA salaries, current salaries and allowances in accordance with Section 20
- Increase by 3.05% percent of the apprentice salary tables 1 and 2
- Crediting of pre periods of service from third countries for easier accessibility of the 6th week of holiday (§ 14a)
- Crediting of course times to the working hours for apprenticeships and A-Levels (§ 19 para 2)
- Corona Bonus:
  For their performance in 2021, all employees and apprentices in employment both on 31.12.2021 and on 1.1.2022 receive a one-off payment in the form of a tax-free Corona bonus (in accordance with § 124b Z 350 lit a EStG 1988) to the amount of € 250, for full-time employment. For employees or apprentices whose contracts were only in force from 1st July 2021 or later, half of the bonus shall apply.
  Part-time employees will receive this bonus pro-rata to the extent of their agreed working hours as of 31.12.2021. Legally regulated maternity leave will be treated in the same way as normal employment. In the case of 2 simultaneous employment relationships (such as on maternity leave and minimum employment) the higher level of working time shall count.
  This bonus does not count against bonuses already paid or promised for 2021.
  The bonus payment will be made at the latest with February 2022 salary payments.

GPA Servicecenter:

Hotline: 05030121,
service@gpa.at, www.gpa.at, facebook/gpa

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TERMS OF THE EXECUTION AND AREA OF VALIDITY

§ 1 Contracting parties

The collective agreement is agreed between the **association Forschung Austria** (a non-profit association for the promotion of non-university research) on the one hand and the **Austrian Trade Union Federation, GPA Trade Union,** on the other.

§ 2 Protection against discrimination

(1) The collective agreement for the employees of FORSCHUNG AUSTRIA sees itself as a means to realize the principle of equal treatment in non-university research and to avoid discrimination based on age, gender, sexual orientation, physical disability, social or regional origin, ethnic or national affiliation, religion or political orientation. The principles of this protection against discrimination are described in more detail in a separate ethics agreement between the partners of the collective agreement.

(2) The employers and employees are obligated to maintain an oral as well as written use of language that is sensitive in respect to genders and groups of people.

§ 3 Area of validity

(1) The collective agreement applies

spatially: to the entire federal territory of the Republic of Austria;

functionally: for all companies of the proper members of the association Forschung Austria – a non-profit association for the promotion of non-university research;

personally: for all employees of the companies in the functional area of validity.

(2) Unless the collective agreement specifies any regulations to the contrary, it is not applicable to:

1. employees to whom the law for federal contract public employees from 1948 applies;
2. members of the board or the company management of a member company / a member organization;
3. managing employees according to § 36 par. 2 of the Austrian Labour Constitution Act;
4. Beneficiaries who are employed in the scope of international study or exchange programs;
5. Degree candidates, postgraduate students as well as other persons whose activities consist primarily in work that is obligatory as provided by specifications in respect to school, education, study or other professional conduct-related matters;
6. Paid trainees that are employed for the purposes of training and continuing education, especially for the completion of internships, insofar as this is obligatory as provided by specifications in respect to school, education, study or other professional conduct-related matters;
7. Holiday trainees who are employed for the purposes of training and continuing education in periods during which there are no courses that they have to attend at school or college, without this being obligatory as provided by specifications in respect to school, education, study or other professional conduct-related matters.

(3) Outsourced companies and spin-offs of the companies of proper members of the association Forschung Austria – a non-profit association for the promotion of non-university research in which the delivering company has a majority share will remain in the area of validity of the collective agreement for employees in non-university research (research CA) for at least three years through a company agreement that still has to be executed.
(Par. 3 is valid as of January 1, 2009)

§ 4 Period of validity

(1) The collective agreement becomes valid on **1. 1. 2022** and is executed for an undetermined time period.

(2) The collective agreement can be terminated with a registered letter by both contractual parties in compli-

ance with a three-month cancellation period starting on the last day of a calendar month.

(3) The provisions on the amounts of the minimum basic salaries (Section 17), remuneration for scholarship holders and trainees (Section 18) and apprentice incomes (Section 19) may, irrespective of paragraph 2, be terminated by means of a registered letter, with a one-month notice period from the last day of the calendar month.

(4) Independently of paragraph 2, the provisions for training and continuing education (§ 40) can be terminated after December 31, 2007, with a registered letter with a three-month cancellation period starting on the last day of a calendar month.

(5) During a cancellation period in the sense of paragraphs 2 to 4, there have to be negotiations concerning renewals or revisions of the collective agreement.

(6) 1. 1. 2023, is planned as the next date for the execution of a collective agreement.

§ 5 Application of Angestelltengesetz

All work relationships that underlie this collective agreement are subject to employee law.

WORK HOURS AND REST PERIODS

§ 6 Regular work hours

(1) The weekly regular work hours amount to 38.5 hours and – unless the collective agreement includes exceptions – has to be distributed to a maximum of 5 work days.

(2) In respect to the maximum limits of daily and weekly work hours, § 9 of Austria’s Working Time Act applies.

§ 7 Other distribution of the regular work hours

(1) During a cumulative time period of up to eight weeks, the regular weekly work hours can be extended in individual weeks to up to 50 hours and in a cumulative time period of up to 52 weeks to up to 48 hours in individual weeks, as long as the average of 38.5 hours per week is not exceeded during this time period. The regular daily work hours may not amount to more than nine hours in such a case.

(2) If the work hours on regular work days are cancelled in connection with holidays in order to permit the employees to have a longer period of consecutive free time, there can be an agreement with the company to distribute the cancelled regular work hours to a familiarization period of up to 52 weeks that include the cancelled days. In that case the regular daily work period may not exceed nine hours.

(3) The regular distribution of the entire weekly work hours to four consecutive days is permitted. The regular daily work hours may not amount to more than ten hours in such a case. The same effectively is true for part-time work as well, if this means that the number of work days per work week will be reduced.

(4) If the work mode includes consecutive multiple shifts in the sense of § 4a of Austria’s Working Time Act, the regular daily work hours may be extended to up to twelve hours on the weekend (beginning of the night shift to Saturday to the end of the night shift to Monday) if this is associated with a shift change or if a corresponding regulation is implemented by means of a company agreement.

(5) In accordance with § 4a of Austria’s Working Time Act (4), the regular work period in case of shift work can be extended to 56 hours in individual weeks. The regular daily work period can be extended to twelve hours in case of shift work in the sense of § 4a of Austria’s Working Time Act, under the condition that an occupational physician certifies the harmlessness of this work time extension for the respective activities.

(6) The introduction of shift work and its more detailed development can be performed according to a company agreement.

§ 8 Part-time claim after long illness

(1) If the employee is prevented from performing work through illness or an accident for a consistent period of at least 12 weeks, part-time employment must be agreed on at his or her request if the employee expresses this wish to the management or human resources department no later than in the first week after resuming work.

(2) The claim to a reduction of the extent of the work time covers a maximum of 50 percent of the work time that existed before the beginning of the inability to work. The start, position and scope of the part-time work have to be agreed on, where especially the employee's interests have to be taken into account.

(3) The right to a reduction of the extent of the work time is limited to 8 weeks. After this period, the employee's extent of the work time increases to the amount that existed before the inability to work unless otherwise mutually agreed on.

(Par. 8 is valid as of January 1, 2015)

§ 9 Flexible work hours

(1) If flexible work hours according to § 4b of Austria's Working Time Act are agreed on, the corresponding flexible time period may not exceed 52 weeks. Here the regular daily work hours may not exceed ten hours.

(2) The time period of the daily flexible hours (flexible time frame) may not begin earlier than 6 a.m. and has to end at 9 p.m. at the latest.

(3) For a flexible time period of 52 weeks, time credits with a maximum of 167 hours can be transferred to the next flexible time period. Time debits may not exceed a total of 83.5 hours and may only be transferred to the next flexible time period with this same total. In the case of shorter flexible time periods as well as part-time work, the transferable maximum period of time credits and time debits has to be proportionately reduced.

(4) If the employee's time credits exceed the maximum transferable amount, the employer can request in each calendar quarter that the employee set a date within a period of two weeks, at which he or she will use up a time balance that will be specified by the employer with a maximum of three whole days. If the employee does not claim the right to set this date, the employer can determine a date for the time balance. The time balance has to be organized in such a way that it is used within the current quarter.

(5) The employee has the right to use a time balance with a maximum period of three whole days in each calendar year. The prerequisite for this is that a corresponding time credit exists and that the employee will notify the employer of the date at least two weeks before beginning the time balance.

(6) The fictitious regular work hours of the employee have to be consulted for the calculation of the full-day time balance.

(7) For flexible time regulations applying to a flexible time period that is shorter than three months, the above regulations apply with the stipulation that one full day can be claimed or ordered instead of the maximum amount of three full days.

§ 10 Extension of the regular work hours with availability for work

(1) The regular weekly work hours may be extended to up to 60 hours and the regular daily work hours to up to twelve hours if there is a regular and large-scale availability for work during the employee's work hours.

(2) If the work hours primarily consist of an availability for work and if there are no special opportunities for the employee to rest during the work hours, then – if the requirements of § 5a of Austria's Working Time Act are complied with – an extension of the regular daily work time of up to 24 hours may be permitted through a company agreement for a maximum of three times per week. Here the regular weekly work hours may not exceed an average of 60 hours in a cumulative time period of up to 52 weeks and 72 hours in individual weeks.

§ 10a On-call duty

Within a period of 3 months, on-call duty on 30 days can be arranged by works agreement.
(Par. 10a is valid as of January 1, 2018)

§ 11 Sabbatical

(1) A sabbatical occurs when the time balance is used in consecutive time periods of several weeks due to a special distribution of the work time.

(2) The sabbatical has to be agreed on by the employer and employee.

(3) To save up time for a sabbatical, the regular weekly work hours in individual weeks during a cumulative time period of more than 52 weeks may be extended to up to 48 hours. Here the regular daily work hours may not amount to more than ten hours.

(4) The cumulative time period for a sabbatical may not exceed five years. The saved time credit also has to be used within this time period.

(5) Before beginning the agreed-on free time period, the employer and employee have to come to an agreement about whether the hours that were included and which exceed the amount required for the intended free-time authorization may also be used after the expiration of the five years or whether they have to be balanced out. If no such agreement is made, these hours have to be balanced out in the form of overtime.

(6) If there is an extension of the regular work time in the sense of paragraph 3, the employee continues to be due the monthly compensation that he or she is entitled to according to this collective agreement. The maturity of the compensation that is due for the work performed in excess of the regular work hours only becomes effective with the commencement of the agreed-upon free time.

(7) The present regulation of the sabbatical according to this collective agreement has to be substantiated by a voluntary company agreement. This applies to study and educational sabbaticals as well as teaching or researching activities at outside institutes or facilities with a limited time period and which take place with the employer's approval. The following points have to be regulated here in particular:

a) personal area of validity,

b) functional area of validity,

c) temporal area of validity,

d) selection of participants,

e) cumulative time period and usage of the accumulated time,

f) extent and credit of the accumulated hours or extent and credit of the reduction in compensation and work hours,

g) claims that occur after the employment period,

h) claim to the 13th and 14th monthly salary,

i) integration measures after the sabbatical,

j) possibilities of withdrawal for the employer or employee,

k) scope of the compensation of the accumulated hours in the event of a withdrawal from the sabbatical as well as in case of employment termination,

l) protection against termination after the sabbatical,

m) reference of lump sum overtime payments.

(Par. 7 is valid as of January 1, 2009)

§ 12 Additional work, overtime work, work on Sundays and holidays

(1) Additional work occurs if the regular weekly work hours according to the collective agreement or shorter agreed-on weekly work hours are exceeded up to the amount of the legally permitted regular work hours. Overtime work occurs if the limits of the regular weekly work hours permissible by law or the regular daily work hours resulting from the distribution of the weekly work hours are exceeded.
Sunday work occurs if any work is performed on Sunday between 12 a.m. and 12 midnight. Holiday work occurs if any work is performed on holidays between 12 a.m. and 12 midnight.

(2) The compensation of an additional work hour, the basic overtime compensation and the foundation for the calculation of the overtime surcharges (including the overtime surcharges for work on Sundays and holidays) as well as the mandatory additional work surcharges according to paragraph 3 amount to 1/143 of the monthly salary (including any other time-re-

lated salary surcharges). The determination of this calculation basis takes all special payments that exceed the twelve monthly salary payments for purposes of overtime, Sunday and holiday pay into consideration. If overtime hours are compensated in the form of a lump sum that has to be considered in the calculation of the special payment and which is therefore paid 14 times per year, a division of 1/167 will be used for the purposes of the calculation. In addition to the full monthly salary, work during a legal holiday is also compensated by 1/167 of the monthly salary for each work hour.

(3) If a time balance is agreed on for additional work between the regular work hours as specified in the collective agreement and those specified by law, and if this time balance is not used or compensated within 13 weeks for reasons that have to be substantiated by the employer, then the additional work hours have to be paid along with an additional work hour surcharge of 50 percent. The period of 13 weeks can be reduced or extended by means of a company agreement. If another distribution of the regular work hours according to § 4 of Austria's Working Time Act or a flexible time regulation was introduced within the company, then the respective cumulative or flexible time period is employed instead of the 13 week time period.

(4) For overtime hours that fall between the hours of 6 a.m. and 9 p.m. and are not overtime hours on a Sunday or holiday, a surcharge of 50 percent or the compensation through a time balance is due. The overtime surcharge has to be considered during the measurement of the time balance or paid out separately.
If the overtime hours fall between the hours of 9 p.m. and 6 a.m. or on a Sunday or holiday, a surcharge of 100 percent is due.
If the employee is called back to perform work after leaving his or her workplace on the same day, this work / these work hours have to be compensated with a surcharge of 100 percent in every case. The foundation for the calculation of the surcharge is 1/143 of the monthly salary (including other time-related salary surcharges). If several surcharges occur at once, only the highest respective surcharge applies, or the calculation factor that is more favourable for the employee.

(5) Working on Sundays and holidays is only permissible in cases provided for by law.

(6) If an employee falls ill (has an accident) during the time adjustment without having caused this intentionally or through gross negligence, days of time adjustment which fall on working days on which the employee was incapable of working due to the illness shall not be counted towards the time adjustment if the illness lasted longer than three calendar days.
(Par. 6 shall apply from 1 January 2018 onwards)

§ 13 Rest periods

(1) After finishing the daily work hours, an uninterrupted rest period of at least eleven hours has to be guaranteed. The daily rest period may be reduced to a minimum of ten hours if this reduction is balanced out within the next ten calendar days through the corresponding extension of another daily or weekly rest period. The daily rest period can be reduced to at least eight hours if recuperation periods exist with a sufficient scope within the next ten calendar days in addition to the balance and if the reduction is not contraindicated by any provable occupational health concerns.

(2) The weekly rest period has to amount to at least 36 hours. Any interruptions of the weekly rest period are only permissible with the express order of the employer.

(3) If work is performed during the weekly rest period that lasts for less than two hours, overtime pay (with a surcharge of 100 percent) for the amount of two hours will be due. This also covers all travel time to or from the workplace. If work is performed during the weekly rest period that lasts for more than two hours, overtime pay (with a surcharge of 100 percent) is due for the amount of the actual work performed.
In this context, travel time has to be compensated in the same way as regular work time. There is an entitlement for replacement rest time in the amount of the actual work performed.

§ 14 Work-free days

(1) December 24 and 31 are work-free days. Employees may only work on these days if

a) holiday pay is permissible based on the exemption clauses of §§ 10 to 11 of the Rest Periods Law or

b) the performance of the work is necessary in any case based on the scientific or technological task or if an interruption of the work would be associated with disproportionately high costs.

(2) For work performed on December 24 and 31 as an exceptional case, the employee is entitled to a surcharge of 50 percent for each work hour or a corresponding time balance in addition to the full monthly pay. In all other cases, the provisions of the collective agreement about holiday work apply to work on work-free days in the sense of paragraph one.

§ 14a Extent of recreational leave

(1) The employee is entitled to recreational leave in each year of work in accordance with the provisions of the Leave Act (UrlG) as amended, unless otherwise specified below.

(2) For periods according to § 3 (2) UrlG as amended, in addition to the conditions laid down therein, it is regulated that working time spent in third countries is treated in the same way as domestic working time (= EU). The requirements for provision of corresponding evidence are given by the employer and such evidence must be provided by the employee at their own expense.

(3) The crediting of periods in accordance with (2) shall, in the case of employment relationships already established before 1.1.2022, take effect for the leave year in which the provision of the required evidence falls; in the case of employment relationships newly established after 31.12.2021, it shall take effect for the leave year following the provision of the required evidence.

(§ 14a is valid from 1st January, 2022.)

§ 15 Balance sheet for work hours

Every employee has to create a balance sheet for his or her work time that provides information about the actual hours of work performed compared to the targeted work time as a means to direct and control the work time management. Every quarter the balance sheet for the work hours has to be provided to the works council. An additional regulation of the balance sheet for the work hours is permissible by means of a company agreement.

EMPLOYEE COMMUNICATION

§ 16 Development discussion

(1) Once per year, at least two months before the reference date and no later than on the reference date in the sense of § 17 par. 6, a development discussion has to be held with each employee (annual development discussion). Upon request of the employee or employer, additional development discussions (interim development discussions) have to be scheduled in substantiated cases.

(2) Instead of the individual reference dates in accordance with § 17 par. 6, two or more fixed reference days per calendar year can be specified by means of a company agreement for all employees to settle the development discussions. In that case the development discussion has to be held at the earliest four months before the reference date and on the reference date at the latest.

(3) If in spite of a written request submitted by the employee or the works council to the management a development discussion does not take place within 3 months from the day of the request, all quality points are to be awarded.

(Par. 3 shall apply from 1 January 2018 onwards; the successive para. 4 and 5 were renumbered with 1. 1. 2018)

(4) The content of the annual development discussion must be

a) Evaluation of the achievement of results,

b) Survey of the implementation of the quality criteria,

c) Agreement on qualification measures.

d) for employees who have been classified in the top level of an employment group for 5 years or more, after the end of the five-year period in accordance with Section 17 Paragraph 8, educational measure in accordance with Section 40a of the collective agreement.
(lit d is valid from 1.1.2021)

(5) In the course of the annual development discussion, it should also be discussed whether quality points have been or will be acquired during parental leave or other leave.

COMPENSATION

§ 17 Salary structure

(1) The employees have to be paid at least one monthly salary corresponding to the occupational groups and development levels in the following salary structure. The salary structure is oriented according to the quality of the work and differentiates between development levels that are achieved only based on the experience gained in that time and qualified development levels that can only be achieved if quality criteria (quality points) are fulfilled. In all development levels, the fulfilment of quality criteria leads to an acceleration of the salary development.

Development levels	Occupational groups								
	A	B	C	D	E	F	G	H	I
1	1.804,00	1.969,00	2.293,00	2.687,00	3.274,00	3.930,00	4.582,00	5.400,00	6.380,00
2	1.869,00	2.064,00	2.392,00	2.785,00	3.405,00	4.093,00	4.748,00	5.565,00	7.337,00
3	1.935,00	2.165,00	2.489,00	2.882,00	3.538,00	4.256,00	4.911,00	5.831,00	7.976,00
4	2.001,00	2.262,00	2.589,00	3.080,00	3.732,00	4.517,00	5.236,00	6.210,00	
5		2.457,00	2.785,00	3.339,00	3.996,00	4.811,00	5.726,00		

(2) The occupational groups are described below by means of binding evaluation criteria. The listed occupational presentations only serve as examples. An employee’s tasks (general criteria) constitute the primary factor for an employer's classification into an occupational group. The skills necessary for this and the functional orientations (functional criteria) as well as the management and coordination tasks of the employee are a secondary criterion for this ranking.

A

General criteria
Simple, schematic tasks under guidance

Occupational examples

Janitorial help, grounds maintenance, messenger and copying services

B

General criteria
Simple tasks with a small amount of independent work organization

Functional criteria
Pertinent skills, completed training / non-specialised application

Occupational examples

Porters, technical and commercial assistants, lab assistants, mail service, telephone reception

C

General criteria
Skills according to general guidelines and directions; independent completion of repetitive tasks

Functional criteria
Specific functional skills; specialized application / entry: completed training, trade school

Management and/or coordination
Coordination and organisational responsibility, Management responsibility

Occupational examples

Head porters, office workers, lab assistants, technical draughtsmen, mechanics, electricians, animal keepers, building technicians

D

General criteria
Tasks with the corresponding leeway for decisions; independent completion of different or changing tasks

Functional criteria
Expertise and functional ability to solve problems; specialized application/entry: HTL (Higher Technical College), HAK (Commercial College)

Management and/or coordination
High coordination and organisational responsibility, management responsibility

Occupational examples

Secretaries, specialised employees with additional qualifications, systems technicians, lab and measurement technicians, programmers, IT help desk, case workers

E

General criteria
Difficult, responsible tasks with corresponding leeway for decisions

Functional criteria
Scientific, commercial, legal, technical and organizational specialised skills,
publishing and speaking tasks,
support of degree candidates and college trainees, scientific work, specialised application/entry: college, university

Management and/or coordination
Management responsibility,
project management of small scientific/technical projects,
management of small projects in the scope of management and support processes,
occasional acquisition work

Occupational examples

Scientific employees (researchers in development and qualification phases), personnel administrators, controllers, purchasers, development technicians, network administrators

F

General criteria
Difficult, responsible tasks with significant leeway for decisions

Functional criteria
Particular scientific, commercial, legal, technical and organizational specialised skills,
integration into national networks, programs and committees,
support of postgraduate students and post docs

Management and/or coordination
Project management for mid-level projects,
management responsibility,
regular acquisition activity

Occupational examples

Researchers with expert knowledge, marketing specialists, PR specialists, safety technicians (specialists), system analysts, database administrators

G

General criteria
Very difficult, responsible tasks with major leeway for decisions, independent task area

Functional criteria
Scientific, commercial, legal, technical and organizational specialised skills,
major influence and permanent integration into national networks, programs and committees

Management and/or coordination
Management of large projects,
process responsibility
– Management responsibility
– Major acquisition tasks

Occupational examples

Experienced researchers with high-level financial and/or departmental responsibilities, quality manager, personnel developer, IT manager, process manager, staff functions, manager of smaller organisational units

H

General criteria
Very difficult, responsible tasks with high level of responsibility and extensive leeway for decisions

Functional criteria
Scientific, commercial, legal, technical and organizational expert tasks with company-wide influence,
integration into international networks, programs and committees
Long-term orientation of essential research areas

Management and/or coordination
Management of programs,
management responsibility for larger employee groups with high qualification,
management of extensive project and business processes

Occupational examples

Managers of mid-level organisational units, managers of major research programs

I

General criteria
Managing activities that significantly influence the company; responsibility for budgets, results, planning and strategies

Management and/or coordination
Management responsibility for large employee groups with a high qualification; management of large company units
Program responsibility

Occupational examples

Managers of large organisational units

(3) If an employee transfers from one occupational group into a higher one, the employee will be classified into the development level of the new occupational group that best corresponds to the already gained experience. A reclassification into a qualified development level in the sense of paragraph 5 is not permitted. Compensations that are above the previous minimum salary according to this collective agreement have to be maintained at least at a level of 50 percent. If the change into a higher occupational group occurs after December 31, 2006, then the surcharges of 60 percent have to be maintained. However, the compensation that was due for regularly performed work before the reclassification may not be reduced by changing into another occupational group.

(4) The initial classification of an employee into a development level of an occupational group has to occur corresponding to his or her skills to date and previous experiences. A classification into a qualified development level in the sense of paragraph 5 is not permitted.
Change of the development indicators according to occupational groups

Development level	A	B	C	D	E	F	G	H	I
from I to II	8	8	8	8	8	8	8	15	32
from II to III	10	10	10	15	15	15	15	20	32
from III to IV	15	15	15	20	20	20	20	32	
from IV to V		25	25	30	30	30	30		

(5) The advancement into the next development level of an occupational group is performed according to a point system, according to which the employee receives points for his/her acquired professional experience (experience points) as well as for the achievement of quality criteria (quality points). If the sum of these points reaches the development indicator of a higher development level according to the following table, then the respective employee will advance to that on the next reference date. For a change into the levels B V, C V, D IV and D V, E IV and E V, F IV and F V, G IV and G V, H III and H IV as well as I II and I III (qualified development levels), the presence of quality points is also required in each case.

(6) The reference date is the day corresponding to the employee's initial starting day in the respective calendar year. If the reference date does not fall on the first of the month, then any higher compensation that is due because of an advancement already applies to the entire month that the reference date falls into.
If the employee transfers into a higher occupational group, then the date corresponding to the transfer date in the respective calendar year will apply as the new reference date.

(7) A development discussion according to § 16 has to precede an advancement to a higher development level on the respective reference date.

(8) An addition of all experience and quality points is only performed within a time period of five years. The employee's points account is set to zero on the reference date after the five years as well as in the event of an advancement to the next development level or a transfer into a higher occupational group. The five-year time period starts anew with a change in the development level or occupational group. The progress of the five-year time period is hindered by any legally intended time off and leaves.
In those cases the employee's reference date also changes for the future according to the duration of the time interruption.

(9) The employee receives three experience points for every year of work performed at the company.

(10) If quality criteria are fulfilled according to the overview below, the employer has to award one quality point per year. A partial fulfilment and therefore an awarding of fractions of points is not permitted.

- **Work quality**
  The employee completes his/her work with such a high quality that follow-up improvements are only rarely required. The employee actively participates in measures to assure quality in respect to products or work processes as well as in measures for work safety 1
- **Task mobility**
  The employee continues to take over tasks in the same occupational group that exceed his/her definition of tasks within or outside of his/her organisation unit or in the scope of a project. The employee has taken over as a substitute for tasks in a higher occupational group (continuously but not primarily) 1

- **Innovation**
  The employee has found possibilities and potentials for innovation and made realizable suggestions for improvement relating to the work conditions, work processes, questions of work organizations or technical systems for the implementation of the work or, if operationally possible, has also implemented these by him- or herself.
  The employee has developed new ideas or alternative solutions for the process design that are actively pursued in the organisational unit or by the company or in a project 1
- **Communication and cooperation**
  The employee has tasks corresponding to his/her occupational group that require the ability to communicate. The employee uses this ability to communicate repeatedly on the inside and outside during negotiations, acquisitions, representations, conflict solutions, moderations or cooperations 1
- **Specific abilities and skills**
  The employee has tasks that require a particular manual dexterity, carefulness and attention. The employee's personal skills and abilities are implemented and used to improve the quality of the work on his or her own initiative 1
- **Continuing education**
  The employee has completed training and continuing education measures oriented towards company objectives. The acquired qualification and experience can be directly implemented in the occupation and/or is meaningful for a development perspective in the company 1
- **Communication of knowledge and competence**
  The employee repeatedly assumes coaching or training functions within an organisational unit or a project.
  The employee repeatedly assumes the function of an internal contact person based on his/her functional and social competence 1

(11) The evaluation of whether any and which quality criteria have been reached is the responsibility of the employer and is part of the development discussion according to § 16. This evaluation, including the status of the experience and quality points reached at the time of the evaluation, has to be communicated to the employee in writing.
If there should be any divergences in the understanding of the employer or employee in respect to the fulfilment of individual quality criteria as well as the overall evaluation, the works council has to be brought into the next development discussion. If no agreement is reached within eight weeks after the first development discussion held in this matter, then each of the parties can call on the council for the collective agreement, which has to be specified according to § 50.

(12) At the end of each calendar quarter, the works council has to be informed of the status of the quality points reached by the individual employee at the end of this quarter. In addition, the works council has to be notified of the sum of all quality points awarded in the calendar year with references to the individual quality criteria after the end of the year.

(13) Any existing compensation (excess payments) that are above the minimum salary as specified by the collective agreement will be maintained during a transfer to another development level.

(14) The awarding of experience and quality points can be regulated by means of a company agreement if this is more favourable for the employee.

§ 18 Educational ratios relating to research

The remuneration 1 (for employees pursuant to Section 3, Paragraph 2, lines 4–5 CA) at the current amount of € 766 will, from 1.1.2008, be increased to the rate of apprentice income in the 4th year of apprenticeship. Future increases will also be based on the apprentice's income for the 4th year of apprenticeship. The remuneration 2 (for employees pursuant to Section 3, Paragraph 2, lines 6–7 CA) at the current amount of € 766 will, from 1. 1. 2008, be increased to the rate of apprentice income in the 3rd year of apprenticeship. Future increases will also be based on the apprentice's income for the 3rd year of apprenticeship. In all other cases, remuneration at the current amount of the apprentice's income in the 2nd year of apprenticeship shall apply.

§ 19 Apprenticeships

(1) The monthly apprentice income for apprentices within the meaning of the Vocational Training Act shall be:

	without	with *)
	School-leaving certificate or completed apprenticeship training	
1st training year	€ 722,00	€ 743,00
2nd training year	€ 928,00	€ 956,00
3rd training year	€ 1.134,00	€ 1.168,00
4th training year	€ 1.546,00	€ 1.593,00

**) the table "with a school-leaving certificate or completed apprenticeship" is valid from 1.1.2020 for those apprentices who already have a school-leaving certificate or completed apprenticeship at the beginning of the apprenticeship.*

The entity authorised for apprenticeships is obliged to bear the costs of accommodation and catering for their apprentices (boarding costs) during the course of the vocational schooling.

(2) During the obligation to continue use in the sense of § 18 BAG (Art. 18 of the Austrian Vocational Training Act), there is an entitlement to time off for job searches to the extent of 5 days. This entitlement shall expire as soon as an employment relationship is contractually fixed following the obligation to continue use.

(3) Entitlement to crediting of course periods towards working hours for apprenticeships with A-Levels:

- The apprentice is entitled to have course times for apprenticeship with A-Levels (apprenticeship with vocational entrance examination) credited to their working time, if these course times are not already completed during working hours and without extending the apprenticeship period. Up to completion of the apprenticeship, the apprentice is entitled to the guaranteed credit of at least 520 hours (520/8 = 65 days).
- If the apprentice completes fewer hours, only those hours completed will be credited. At the request of the company, the apprentice must provide an appropriate confirmation of attendance on the corresponding courses. With the withdrawal from the "Apprenticeship with A-Levels" program, any claim to a further credit shall expire.

§ 20 Bonuses payable for shifts and under the SEG rules

(1) Surcharges for working in dirty, difficult or dangerous conditions can be regulated through a company agreement, which is granted if the work to be performed by the employees is primarily subject to conditions that

a) inevitably result in a soiling of the employee and his or her clothes to a major degree,

b) represent an extraordinary difficulty compared to the generally common work conditions orr

c) inevitably entail an endangerment of life, health or the physical safety of the employee due to the damaging effects of hazardous materials or rays, cold or wetness, gasses, vapours, acids, lye, dust or tremors or due to a fall or other danger.

(2) Company agreements can also regulate surcharges that are granted when shift work is being performed.

§ 21 Special payments

(1) Each employee is entitled to a vacation remuneration with the salary for June at the latest and a Christmas remuneration with the salary for November at the latest. The special payments have to be made in one sum and may not be an aliquot factor in the calculations for ongoing compensation.

(2) The vacation remuneration is granted in the amount of the payable salary for June and the Christmas remuneration in the amount of the payable salary for November.
The applicable ongoing salary which the calculation of the special payments is based on has to include:

a) a higher basic salary agreed upon by the collective or works agreement;

b) lump sum overtime payments;

c) allowances and surcharges relating to the workplace or occupation – insofar as these are not expense allowances – that are paid per hour, corresponding to the average of the last three months.

The following are not to be included:

a) expense allowances;

b) other monthly lump-sum compensations (espec. amounts included in lump sum payments for Sunday, holiday and night work);

c) overtime or additional work compensation, regardless of whether the overtime or additional work hours are incurred regularly;

d) benefits relating to the workplace or occupation that refer to and are paid for the entire month;

e) other allowances;

f) allowances for Sunday, holiday and night work;

g) profit-, turnover-sharing and other sharing that is directed according to the key economic indicators of the company;

h) non-cash compensations;

i) one-time benefits or compensations that become due periodically but not monthly (premiums, bonuses).

(3) Apprentices shall be entitled to an amount equal to the apprentice's income paid in June or November as a holiday or a Christmas remuneration on the same dates. For those employees who have completed their apprenticeship during the calendar year, these special payments shall consist of a pro-rata part of the last monthly apprenticeship income and a pro-rata part of the June or November salary.

(4) For employees according to § 3 par. 2 Z 4-7, par. 3 has to be applied analogously in its entirety.

Note: *Par. 4 applies to the newly starting employees as of June 1, 2005*

(5) The employees starting or leaving during the calendar year are entitled to the aliquot factor of the special payments according to the work time performed during the calendar year.
The employees that start in the second half of the calendar year will receive the aliquot factor of the vacation remuneration together with the payable Christmas remuneration. For employees who have already received one or both special payments but will leave before the end of the calendar year, the share that has been overpaid in proportion that is due for the remaining part of the calendar year has to be deducted in the final statement or paid back by the employee.

§ 22 Special compensations for part-time work

(1) For employees that transfer from full-time work to part-time work during the calendar year or vice versa, the vacation and Christmas remuneration is composed of the part corresponding to the service time in the calendar year before the transfer and the corresponding part after the transfer (payment month).

(2) If the vacation remuneration was already paid before the transfer, a follow-up calculation at the time of the payment of the Christmas remuneration has to be performed, where any potential difference is paid out retroactively or an amount that was overpaid is balanced out with the Christmas remuneration or has to be repaid.

§ 23 Claims in the event of death

(1) If the employment is terminated due to the death of the employee and the employment lasted for more than one year, the salary for the month of death and the following month has to continue to be paid. If the employment lasted for more than five years at the time of death, the salary for the month of death and the two following months has to continue to be paid.
If the employee did not have a claim for compensation or only a reduced one, the salary in respect to the month of death has to be paid in the full amount only for the remaining part of the month after the time of death.

(2) For the duration of a continued salary payment in the sense of paragraph 1, the aliquot factors of the payable special payments are also due.

(3) The legal heirs to whose support the decedent was legally obligated are entitled to the claim.

(4) The following paragraphs 5 to 7 only apply to employment situations for which the Act on Corporate Staff Provision is not applicable – regardless of whether by virtue of the law or by virtue of an agreement.

(5) If there is also a legal claim for a payment in the case of death or a claim according to paragraphs 6 or 7, in addition to the claim for a continued payment of the salary according to paragraphs 1 to 3, only one of the two claims can be put into effect.

(6) If the legal heirs to whose support the decedent was legally obligated include minors that have not yet reached the age of 18 at the time of the employee's death, the claim increases according to § 23 par. 6 of the Employee Law to the full severance. This also applies if these legal heirs have reached the age of 18 but are receiving an education and there is a claim for family support according to § 2 lit b) of the Family

Charges Equalisation Act. In those cases the severance is due to the legal heirs to whose support the decedent was obligated at the time of death, together with the widow or widower, and is distributed among them according to heads in equal parts. In no event is more than the full severance due in the event of death.

(7) If there is a spouse but no under-aged relative in the sense of paragraph 6 at the time of the employee's death, the claim for half of the compensation according to § 23 par. 6 of the employee law increases to 70 percent of the full compensation.
This claim exists regardless of whether the surviving spouse was a beneficiary of support at the time of the employee's death or not. But the prerequisite is that the marriage has been in effect for at least three years at the time that the employee deceased.

§ 24 Cash terms

All minimum claims relating to the collective agreement have to be paid in cash or transferred to a bank account that the employee has provided for this purpose. Non-cash compensations may not be counted towards these minimum claims.

INABILITY TO WORK

§ 25 Family obligations – cohabitation

(1) If the following family occasions occur and are indicated and retroactively proven, the employee has to be granted time off without a reduction of his/her monthly salary to the following degree:

1. for the employee's own wedding .... 3 work days,
2. when changing residences in the case of an already existing own household or in the case of starting an own household .... 2 work days,
3. for childbirth by the wife or life companio .... 1 work day,
4. for a wedding by siblings and children .... 1 work day,
5. for the death of the spouse .... 3 work days,
6. for the death of the life companion if he/she lived in the same household with the employee .... 3 work days,
7. for the death of a parent .... 3 work days,
8. for the death of a child that lived in the same household with the employee .... 3 work days,
9. for the death of a child that did not live in the same household as the employee, for siblings, parents in law and grandparents .... 1 work day
10. on the first day of school (1st grade elementary school) of the child living in the common household, as well as the natural child or adopted child, even if he or she is not living in the same household .... 1 work day

(Pt. 10 is valid as of January 1, 2015 and January 1, 2019)

(2) In the cases of L 1 to L 3, the claim for time off has to be granted in the form of company work days in connection with the respective occurrence.

(3) In the case of L 4, no special time off is granted if the wedding falls on a day that is already work-free for the employee.

(4) For the inability to work due to a case of death in the sense of L 5 to 9, the day of the funeral is included in the days named above. If the day of the funeral falls on a work-free day, the employee does not get any separate time off in the case of L 9. In the cases of L 5 to 8, the employee only has to be granted the remaining work days of the claim for time off as stated above, but these have to be used in connection with the respective case of death.

§ 26 Test exemption

To prepare for a test in the scope of a functionally pertinent continuing education at an intermediate or higher vocational school, at a trade school or a university, including a possibly necessary completion of the study qualification exam according to the Study Qualification Act, the employee has to be granted

paid time off in connection with the preparation and completion of the test at the employee's request as well as any possible necessary administrative procedures with a total extent of up to one week. The utilization has to be announced in a timely manner.

COMPANY TRIPS

§ 27 Concept of the company trip

(1) A company trip takes place if the employee leaves his/her place of work occasionally, frequently or regularly in order to complete assignments by his/her employer at one or several other locations without this resulting in a permanent change of the workplace.

(2) A workplace in the sense of this provision is the municipal area in which the permanent work site of the employee is located. For Vienna, the districts 1 to 23 are considered the municipal area. Independently of the municipal boundaries, the occupational area within a radius of eight kilometres starting at the operating site is also included, if the goal of the company trip is a company-owned operating site (outside location, institute, branch, etc.), or a company that has a corporate association with the employer's company.

(3) A company trip begins when it is started from the operating site by leaving the operating site.
In all other cases, the company trip starts by leaving the residence as required for the travel. The company trip ends with the return to the operating site or with the return to the residence as required for the travel.

§ 28 Right of requisition

The employer has the right to specify the location of origin, the means of travel and the travel route of the company trip.

§ 29 Compensation for travel expenses

(1) The employee receives a compensation for travel expenses for the defrayal of the personal additional expenses connected with the company trip. It consists of

a) a day allowance,

b) a night allowance,

c) reimbursement of the travel expenses,

d) other expenses.

(2) The day allowance serves to cover the additional expenses for food as well as all personal expenses associated with the company trip, including tips for personal service. The day allowance amounts to € 46.-*. For every meal that does not have to be paid by the employee but is covered at the expense of the company, the property representatives, partners, customers and the like, the day allowance is proportionally reduced. Ten percent are allocated for breakfast, 30 percent for lunch and 30 percent for dinner.
If a company trip lasts for less than 24 hours, the following fractions are applied:

Company trips with a length of 0 to 3 hours	no day allowance
Company trips with a length of more than 3 and less than 6 hours	1/4 of the day allowance
Company trips with a length of more than 6 and less than 9 hours	1/2 of the day allowance
Company trips with a length of more than 9 and less than 12 hours	3/4 des Taggeldes
Company trips with a length of more than 12 hours	das volle Taggeld

If a company trip takes longer than 24 hours, the entire day allowance is due for each full calendar day (12 a. m to 12 midnight). The corresponding fraction of the day allowance is due corresponding to the additional absence.

(3) The night allowance serves to cover the costs of the accommodations or, if night travel is ordered (travelling during the night, when at least three hours of the travel fall into the period from 10 p.m. to 6 a.m.),

for the incidental added expenses and amounts to € 29,–*. Any inevitable added costs for overnight stays are reimbursed separately upon presentation of the accommodation bill. If the accommodation or the sleeping compartment on a train are provided free of charge of if there is a night-time flight, the night allowance is cancelled. The night allowance is paid only once per night.

(4) If a company trip has a duration of more than 28 days of an uninterrupted stay, the payable compensation for travel expenses is reduced by 20 percent as of the 29th calendar day.

(5) If the employer gives permission to use the private car of the employee before the beginning of the company trip, the employee is entitled to kilometre pay. The kilometre pay serves to cover the expenses arising from the maintenance and usage of the car.
The amount of the kilometre pay is € 0.38 for up to 15,000 kilometres driven in the calendar year and € 0.36 for additionally driven kilometres. Any future increases in the official kilometre rates go into effect at the reference date for the activation of the new kilometre rates.
If the company's internal financial year deviates from the calendar year, the business year can be used instead of the calendar year to calculate the kilometre pay. In addition, other annual periods, for example as of the employee's start at the company, can be agreed on inside the company by a company agreement or employment contract.
If a part of the expense is born directly by the employer (e.g. fuel, insurance, repair), then the kilometre pay has to be reduced accordingly. A distribution key published by automotive associations has to be taken into consideration for the reduction.
The authorization to bill for the kilometre pay in the sense of this stipulation does not mean that there has been an official order to use the car. The billing for the kilometre pay in the sense of this stipulation therefore does not necessitate any liability by the employer for damages that may arise from the use of the car by the employer.
The billing of the kilometre pay has to be carried out in written form in a documentation of the kilometres driven. Upon request by the employer, the employee has to create this billing statement either after every drive or at regular time intervals (e.g. a month). A driving record book has to be kept about the kilometres driven for work purposes, which has to be submitted when requested for billing, but at the latest at the end of the calendar or business year or if the employee leaves the company before the calendar or business year has ended. The employee may also request the documentation of proof if a lump-sum regulation has been agreed on with the employee.

(6) Other necessary expenses and expenditures that are associated with the company trip, which the employee has to pay to achieve the purposes of the company trip, will be reimbursed at the actual amount after a presentation of the receipt.

§ 30 Compensation for travel time

(1) Insofar as the employee drives the means of transport himself or herself on a company trip at the employer's request, the following regulation applies in respect to the driving periods performed outside of the regular work time agreed on in the collective agreement or employment contract:
For each effective travel hour – that would otherwise be work-free – 1/5 of the full day and night allowance applies.
For driving periods on Sundays and holidays as well as Saturdays after 1 p.m., 1/3 of the full day and night allowance is due. Here only full quarter hours are compensated. This compensation of the travel time outside of the regular work hours includes surcharges for additional time and overtime. There is no separate compensation as overtime or additional time that exceeds this.

(2) Insofar as the effective travel time as a front-seat passenger (this is the period of the direct travel movement in a transportation device, including the necessary waiting time when transferring) does not fall into the employee's regular work hours, every effective travel hour that was started – that would otherwise be work-free – is compensated with 1/7 of the full day and night allowance. For travel hours on Sundays and holidays as well as Saturdays after 1 p.m., 1/5 of the full day and night allowance is due. Only full quarter hours are compensated. This compensation of the travel time outside of the regular work time already includes the overtime surcharge. There is no separate compensation as overtime that exceeds this.

(3) For travel times to trainings, seminars, courses, information events and the like, the compensation for the travel time is due, unless there is a contrary regulation according to the company agreement.

§ 31 Death of the employee

If the employee dies during the company trip, the employer has to assume the necessary costs of the return transport up to a maximum of € 7,300.- upon request of a close relative in the sense of § 34 par. 4, insofar as these are not covered by a third party (e.g. insurance).
Upon request of the bereaved, the employer has to help in the administrative processing of the return transport.

§ 32 Personal endangerment – force majeure

(1) In case of a concrete personal endangerment, the employee is entitled to return home. Before starting the return, an arrangement has to be created with the employer or an authorized company representative if possible; otherwise the employer immediately has to be notified of the start of the return trip.

(2) If the employee is prevented from returning by a force majeure, the relatives to whose support the employee is legally obligated have to be paid the same compensation that would have been due upon the performance of the employee's work at the company site for a period of six months. These relatives are entitled to a payment in the amount of the salary – exempt from execution - calculated according to this compensation for another six months.

§ 33 Surrendering of claims

Upon request by the employer, the employee or his/her bereaved has to surrender any reimbursement claims that arise from situations in the sense of §§ 31 and 32 against third parties to the employer in the amount up to the payment that has been or will be paid out by the employer if the claims are otherwise lost.

§ 34 Company trips to foreign countries

(1) The regulations for domestic company trips apply analogously unless anything to the contrary is specified below.

(2) The corresponding rates of the expense level 3 of the federal travel expense regulation in the version applicable on January 1, 2004, are payable as a compensation for travel expenses to foreign countries at an amount that is at least as much as the domestic rates.

(3) The compensation for travel expenses is payable for the duration of the stay in a foreign country, which starts or ends once the border is crossed.
If an airplane is used, the departure or arrival at the last used domestic airport is counted as the border crossing. Until the border crossing or the most recently used domestic airport, the reimbursement of the expenses has to be calculated according to the corresponding regulations for domestic travel. The same applies to the return trip.

(4) The day and night allowances are directed according to the appropriation for the state that is traversed during the departure or in which the employee performs the work.

(5) If a company trip lasts for less than 24 hours, the following fractions are applied:

Company trips with a length of 0 to 5 hours	no day allowance
Company trips with a length of more than 5 and less than 8 hours	1/3 of the day allowance
Company trips with a length of more than 8 and less than 12 hours	2/3 of the day allowance
Company trips with a length of more than 12 hours	the entire day allowance

If a company trip takes longer than 24 hours, the entire day allowance is due for each full calendar day (12 a. m to 12 midnight). The corresponding fraction of the day allowance is due corresponding to the additional absence.

(6) If there is no (aliquot) claim for the reimbursement of expenses in the sense of the above listing for company travel of up to a 24-hour duration due to the duration of the stay in a foreign country, the corresponding applicable domestic regulations have to

be applied to the entire company trip to calculate the reimbursement of expenses.

(7) If there is a hospital stay in a foreign country, the day allowance is reduced to 1/3 and the night allowance is cancelled, but any ongoing accommodation expenses are reimbursed separately upon presentation of the receipts.

(8) In the event of a company trip to a foreign country, the projected expenses have to be paid on account in a timely manner upon request by the employee.

§ 35 Return trips

(1) For domestic company trips or trips within Europe, there is a claim for a return trip to the company site after every two months of an uninterrupted absence from the permanent company site if the destination of the company trip is more than 150 kilometres away from the permanent company site. For company trips into countries outside of Europe, there is only a claim after every four months of uninterrupted absence.

(2) The claim for a return trip includes

a) the necessary time off from work for the duration of the travel time;

b) compensation for travel expenses as well as compensation for the travel time according to the regulations applicable to the company trip;

c) an additional vacation of four work days.

(3) The return home has to be started within two months after the claim is initiated, or four months for company trips outside of Europe. Otherwise the claim expires without redemption. The claim does not expire if the return trip was not completed due to a company requirement as ordered by the employer. In that case the time that extends beyond the two or four months is also counted as the waiting time for a new claim for a return trip.

The two-month or four-month waiting time is interrupted by any presence at the permanent company site (e.g. through a paid holiday, a return due to illness, as a result of personal endangerment according to § 31 or due to the death of close relatives as well as due to a change in the work site that is associated with a return to the permanent company site) that lasts at least four days. In the case of such an interruption, the already completed waiting time expires without redemption. It begins again with a return back to the work site.

(4) In the case of the death of the spouse, the life companion in the sense of § 123 par. 8 (b) of the General Law on Social Insurance, a child, adopted or foster child as well as a parent, the employer has a claim for a return trip according to paragraph 2 regardless of the duration of the absence from the company site. This claim has to be applied in an immediate temporal connection to the death or burial of the close relative (s).

§ 36 Expiration of claims

The billing statement of all company trips in one calendar month has to be completed at the latest at the end of the following calendar month by providing a written invoice. If there are no special conditions that have to be taken into consideration, the claims expire if the invoice is not provided within two additional calendar months.

§ 37 Special agreements – company agreements

(1) Upon agreement, the claims for compensations for travel expenses and travel time can also be processed with another method, such as through a lump sum, a foreign country surcharge or a payment that includes the compensation for these claims.

(2) Company agreements relating to all aspects of domestic and foreign company trips can be completed if they have provisions that are more beneficial for the employees compared to the collective agreement.

(3) In that sense, a company agreement may regulate the following in particular:

a) concept of the company trip;

b) reimbursement of expenses such as travel expenses, day and night allowances, other payments relating to the company trip;

c) compensation for the work time for the entire duration of the company trip.

PARTICULARLY BURDENSOME ACTIVITIES

§ 38 Monitor work

(1) Monitor workplaces are workplaces where the monitor and the data entry keyboard as well as a possible information carrier form a functional unit and where the work with the monitor and the work time at the monitor is crucial to the entire work activity.

(2) If the use of special glasses with a special vision correction is ordered by an ophthalmologist for the work at a monitor, the employer has to assume any necessary costs that exceed the expenses that may be covered by a social insurance carrier.
The standard on which the service of the health insurance carrier is based (without the consideration of a deductible) determines the reimbursement of the cost.

§ 39 Heavy night work

(1) An employee performs heavy night work in the sense of the Law on Heavy Night Work even if he/she carries out night work in the sense of art. VII par. 1 NSchG of the Law on Heavy Night Work under unusual mental or physical strain or if he/she is thereby exposed to a strain through pollutants or rays that may be dangerous to his/her health.

(2) The equalization of work in the sense of paragraph 1 presumes that limit values have been specified through a company agreement for the unusual strain or burden through pollutants or rays that may be dangerous to his/her health.

TRAINING

§ 40 Training and continuing education

(1) The support of the continuous functional and personal training and continuing education of the employees represents a particularly important concern in non-university research.

(2) Every research facility has to set up a company-oriented training time account that is available for training and continuing education. The extent of the training time that is available for all employees is calculated from the weekly regular company work hours per calendar year times the amount of employees based on full-time employment (full-time equivalent). The reference date for the specification of the training time (number of occupied employees and the scope of the work time) is the reference date for the balance in each case. Changes in the training time of up to 5 percent do not lead to any correction of the training time account. A credit or an advancing of the training time account to the following year is not possible.

(3) Training and continuing education measures in the sense of these provisions include training events that primarily convey knowledge or skills that can be used within the scope of the company's activities and serve the efficient completion of tasks.

(4) The participation especially in functionally relevant

- seminars,
- training events,
- congresses,
- trade shows,
- information events and
- workshops,

have to be counted against the training time account as long as this occurs while the salary is continued to be paid. Training and continuing education events that are completed within the company have to be counted in the same way as externally visited events.

(5) If possible, the employers have to guarantee that the participation in training and continuing education measures are generally open to all full-time and part-time employees.

(6) The participation in a training and continuing education measure has to be agreed on between the employee and employer. If it is not possible to agree on this, the negotiations have to be continued by consulting the works council. The way in which the works council is consulted has to be determined through a company agreement. An expert committee has to be set up for the consultation of the negotiating partners in matters of training and continuing education which has to take the interests of the employees as well as the employers into consideration.

(7) Internal training events always have to be given preference.

(8) The measures and facilities for the internal training and continuing education can be regulated through a company agreement, insofar as they are less expensive for the employees.

(9) The credit of training and continuing education measures to the training time account occurs independently from the evaluation of these measures as possible quality criteria in the sense of the salary structure.

§ 40a Educational offer for experienced employees - Life-long Learning

The parties to the collective agreement are aware of the significance of life-long learning to retain innovative potential of the employees and the companies and they agree on the measures listed below.
Upon completion of the five-year period according to section 17 para. 8 and achieving experience and quality points within this period, employees who have been ranked in the top level of an occupational group for five years or more are entitled, among other things, to the following offer:

1) The companies provide paid leave in the extent of

1 day for at least .... 35 points
2 days for at least .... 40 points
3 days for at least .... 45 points

for the utilization of educational measures for specialized advance training or personality development.
It is permitted to use this period by individual days or distributed into hours. Potential part-time factors have to be taken into account.

2) In addition, it may be agreed to assume potential costs of the educational measures instead of the paid leave or to assume additional costs.

3) The scope of the educational measure is agreed on mutually in the course of the annual development discussion, where the employee has the right to make proposals. Any rejection of the proposal has to be materially substantiated by the employer.

4) The implementation (start and end) of the educational measure has to take place within 2 years as of the reference date of the development discussion in which the measure was agreed on. Otherwise the employee forfeits the right to this offer. The utilization of the paid leave as well as a potential assumption of costs is only possible during a valid employment relationship.

5) The utilization of the educational measures is possible as of 01/01/2017 at the earliest. Those persons whose five-year observation period as of section 17 para. 8 ends in the calendar year 2016 and who have collected the required point balance are eligible for this claim for the first time.

6) A detailed regulation and potential improvements for collective bargaining arrangements can be made through a company agreement.

7) The partners for the collective agreement agree to evaluate this regulation after 5 years.

MOBILE WORK / TELEWORK

§ 41 Permission requirements

(1) Telework / mobile work takes place if the workplace of an employee is transferred to one or several external work locations, particularly the employee's apartment, and the usage of new communication technologies is decisive for the activity at the external work location(s).

(2) The requirement for the permissibility of telework / mobile work is a written agreement between the employer and employee, which at least has to include:

a) the agreement of the employee to the temporary or indefinite assumption of telework / mobile work;

b) a determination of the workplace or workplaces;

c) the scope and scheduling of the work time; distribution of the work time between different work locations or between internal and external work location; obligation (of the employee) to record the work time or obligation of the employer to control the recording of the work time.

d) work materials (cost assumption, maintenance, liability);

e) regulation in respect to driving between the internal and external work location (specification of whether the driving times are partially or fully counted as work times; potential reimbursements for the expenses of the driving time);

f) reimbursement of the cost for the usage of the employee's residential space, telephone, Internet connection, etc.

g) Employees who have support duties have to be granted a preferred status for telework positions. *(g) is valid as of January 1, 2009)*

§ 42 Regulation through a company agreement

(1) All work conditions that affect the telework or mobile work, including special compensation for this work organization can be regulated through a company agreement.

(2) Insofar as the company agreement includes regulations acc. to § 41 par. 2, a written agreement in the sense of § 41 par. 2 is not required.

RIGHT TO WORK RESULTS

§ 43 Work-related inventions

(1) The employer has a claim to the offer of a work invention made by an employee during the period of the employment in the sense of § 7 par. 3 of the Austrian patent law. He or she has to state a position on this matter within a period of three months from the date of the offer and explain whether he/she will utilize the work invention for himself/herself. The employer is obligated to absolute confidentiality about the invention until the registration of the patent rights. He or she has to pay the compensation provided by law to the inventor in the event of a utilization and pay all accumulated patent fees. Upon request by the employee, the inventor has to be named in the entry into the patent register. This also applies if the employer appears as the registrant.

(2) For the rest, the provisions of the Austrian patent law and individual agreements entered according to this law apply. The provisions of the collective agreement can be substantiated through a company agreement. Compensations for work-related inventions can also be regulated through a company agreement.

§ 44 Suggestions for improvement

The company's procedure for suggestions, especially premiums for suggestions for improvement, can be regulated through company agreements.

COMPATIBILITY OF WORK AND FAMILY

§ 45 Accounting for leave periods

The periods of a leave taken or agreed on after the beginning of employment in the sense of the Maternity Protection Act or the Father's Leave Act have to be fully credited for the acquisition of experience points, the extent of the recuperation holiday, for the duration of the continued compensation payments during ill-

ness, accident, work accident and work illness, for the measuring of the employment termination period, for the claim and the scope of the processing according to the Employment Law as well as for claims in the case of death according to § 23, as far as there is not already a legal claim for a credit for these periods.

If only periods of parental leave within the meaning of the MSchG ("Maternity Leave Act") or VKG ("Paternity Leave Act") fall within an assessment period, the same number of quality points is acquired in this assessment period as in the last development discussion.
(Last paragraph shall apply from 1. 1. 2020 onward)

§ 46 Parental leave

1) The claim for parental leave in the sense of § 15h of the Maternity Protection Act respective § 8 Father's Leave Act already exists after one year of active employment time. The employment time minus leave periods is considered active employment time.

2) The employees who are in parental leave have a yearly claim to change the situation of the parental leave as long as this is announced to the company at least three months before the desired period of change insofar as no important business factors oppose this.

3) The employees who are in parental leave have a claim to change the scope and duration of the parental leave every two years as long as this is announced to the company at least three months before the desired period of change insofar as no important business factors oppose this.
(§ 44a is valid as of January 1, 2009)

§ 47 Child care

If possible, the employer has to provide one or several offers for child care to the employees.

The detailed regulation is decided on through a company agreement.

§ 48 Paternal leave

To promote the reconciliation of work and family, the employees of Research Austria have introduced a month of paternal leave.

This month of paternal leave is decided on through a company agreement.
(§ 44c applies as of January 1, 2010)

EXPIRATION OF CLAIMS

§ 49 Period of preclusion

Unless the collective agreement or legal regulations specify otherwise, all claims from the employment have to be utilized within four months in written form or else expire.

ARBITRATION

§ 50 Council for the collective agreement

(1) To settle any disputes arising from the interpretation of the collective agreement, especially in respect to the classification into a particular occupational group or the achievement of the quality criteria in the sense of § 17 par 10, the employee as well as employer can call on a out-of-house council for the collective agreement.

(2) The out-of-house council for the collective agreement is a shared establishment of the parties to the collective agreement acc. to § 2 par. 2 L 6 of the Aus-

trian Labour Constitution Act and is staffed on equal terms. The council for the collective agreement consists of four specialized persons. Two persons are nominated by the representation of interests that executes the collective agreement on the part of the employee, the other two from the representation of interests on the employer's side. If necessary, the consultation can be agreed on by external advisors. Any submitted applications have to be processed within a period of eight weeks.

(3) An application by the employer for the establishment of the collective agreement council shall be submitted to Forschung Austria (a non-profit association for the promotion of non-university research) with an application by the employee being submitted to the GPA Trade Union.

(4) The representation of interests where the application was filed is responsible for the

a) order of two specialized persons;

b) request to the partner of the collective agreement to also order two specialized persons;

c) ongoing information of the partner of the collective agreement about the executed procedural steps.

(5) The council for the collective agreement has to consider the procedural regulations of § 146 of the Austrian Labour Constitution Act insofar as it does not determine any deviations or own business order. In every case, the principles of a fair process have to be guaranteed.

(6) The decision of the council for the collective agreement has to be prepared in writing and demonstrably provided to the disputing parties as well as the partners of the collective agreement.

FINAL CLAUSES AND TRANSFER CONDITIONS

§ 51 Increase of surcharges payable for shifts and under the SEG rules

As per § 20 where SEG (dirt, hardship and danger allowances) and shift allowances are due, payments which apply from **1.1.2022** shall increase by **3.05%**.

§ 52 Membership in FORSCHUNG AUSTRIA as of June 1, 2006

(1) For companies whose membership in the association FORSCHUNG AUSTRIA – a non-profit association for the promotion of non-university research began after May 31, 2006, interim regulations can be implemented on the occasion of the membership activation that include a temporal and/or incremental application of the collective agreement.

(2) Agreements according to paragraph 1 have to be made as a supplement to the collective agreement. Here §§ 2 to 17 of the Austrian Labour Constitution Act have to be applied.

§ 53 Cessation of effectiveness for regulations

With the entry into force of the collective agreement, the Forschungs-KV (Research CA) version from **1.1. 2021** is no longer valid.

The final and transitional provisions of §§ 50 to 54 of the Forschungs-KV (Research CA) version from 1.1.2004 (note: therein classified as §§ 46-50!) remain valid.

§ 54 Authorizations for company agreements

The collective agreement authorizes the partners of the company agreement to execute company agreements about the following subjects:

- corporate health support
- support for women
- sabbaticals for continuing education and studies

- obligatory trainings for employees and managers in respect to development discussions
- paternal leave

§ 55 Equality

All of the claims derived from this collective agreement for spouses / marriage are equally applicable to partners in registered partnerships.
(Par. 55 is valid as of January 1, 2013)

§ 56 Employment for workers on leave

Employment for workers on leave must continue to be treated as a regular employment relationship. Collective agreements on increases relating to actual and collective employment agreements that are executed during the leave therefore also apply to employment for workers on leave. Any such increase has to be taken into account when paying the first salary after the leave.

Vienna, 11th January, 2022

ASSOCIATION FORSCHUNG AUSTRIA –
A NON-PROFIT ASSOCIATION FOR THE PROMOTION OF NON-UNIVERSITY RESEARCH

MMag.ª Dr.in Gabriele Ambros

President of Austria Research

Univ.-Doz. Dr. Siegfried Reich	DI Dr. Heinz Mayer
Member of the Board	Member of the Board
DI Anton Plimon	DI Dr. Gerald Murauer
Member of the Board	Member of the Board

AUSTRIAN TRADE UNION FEDERATION
GPA REPRESENTATION OF INTERESTS

Barbara Teiber, MA

Chairperson

Karl Dürtscher	Dr. Ursula Sauer
Division Manager	Chief Negotiator
Magª. Helga Hons	DI Ferdinand Golja
Deputy Dept. Head	Federal Committee Member

CIVIL SERVICE UNION

Dr. Norbert Schnedl

Chairman GÖD

APPENDIX

Excerpt from the collective agreement

for the employees in non-university research (Research CA)
in the version from January 1, 2004

FINAL CLAUSES AND INTERIM REGULATIONS

§ 46 Distribution option

The partners for the collective agreement agree that for any future collective agreement negotiations, models of so-called distribution options – this means increases of the current salary calculated according to the company's salary amount based on internally negotiated company agreements - will receive increased consideration in reference to § 49 par. 2 or in a continued development of this provision.

§ 47 Relationship to other legal sources

(1) Unless otherwise specified or excluded by the collective agreement, regulations in company agreements and employment contracts are only valid if they are more beneficial for the employee or concern matters that are not regulated in the collective agreement.

(2) The regulations of paragraph 1 also have to be applied to company agreements and employment contracts that exist at the time at which the collective agreement is activated.

(3) Provisions in employment contracts or company agreements that refer to collective agreements, other norms of the collective law system or guidelines that apply in other companies or industry-wide are cancelled when the collective agreement becomes effective. This is also true for references to laws, ordinances and edicts insofar as these provisions do not already have a direct legal obligation for the employment relationship.

(4) Paragraph 3 also applies for employment contracts and company agreements that do not contain an explicit reference to other legal sources but which primarily allow for an adoption of the contents of these legal sources.

(5) The beginning of the effectiveness of the collective agreement may not result in a reduction of the payable ongoing compensation, including lump sum overtime payments, for the regular work performance during normal work hours. The part of the compensation that results as of December 31, 2003 due to a reference to a minimum compensation structure of another collective agreement in an employment contract may not be cancelled or restricted by the employment contract at the amount that exists at this point in time (individual minimum salary).

(6) In a deviation from paragraph 3, more beneficial regulations in respect to bienniums, anniversary bonuses and severance payments remain in effect for the period of four years starting with the beginning of the effectiveness of the collective agreement if these claims are created within this time period and if the contractually agreed-on start of the employment is before January 1, 2001 (employment relationships with expectancy protection). The interim period of four years can be reduced to up to three years through a company agreement or extended to up to eight years as long as at least equally beneficial claims for the employee are ensured.

§ 48 Ranking of existing work conditions – reference date

(1) All employees have to be assigned to an occupational group corresponding to their occupation and a development level that responds to their skills and experiences by January 31, 2004, at the latest. In cases of doubt, the council for the collective agreement can be called on.

(2) The employee has to be notified of the assignment to the occupational group and the development level in writing.

(3) For employment relationships that already exists at the time that the collective agreement becomes effective, § 16 par. 6 analogously applies. The initial awarding of experience and quality points takes place as of the first reference date after the collective agreement becomes effective.
If there is a claim for bienniums, the observation period is the time when the last biennium becomes due or, in other cases, the period of the previous year.

(4) For employment relationships subject to expectancy protection in the sense of § 47 par. 6, the compensation for the time provided for in the collective agreement or company agreement authorized by the collective agreement has to be calculated according to the biennial advancements or, alternatively, under consideration of the acquired experience and quality points. The calculation method for the compensation that is more beneficial to the employee for each month has to be applied.

§ 49 Current salaries – raises

(1) The actual monthly salaries (current salaries) at the time at which the collective agreement goes into effect are as follows as of **January 1, 2004.**

a) For employment relationships with regulations that refer to the collective agreement applicable to power supply companies (EVU CA), the current salaries are increased by 2.4 percent.

b) For employment relationships with regulations that refer to the collective agreement applicable to the electrical and electronics industry, the current salaries are not increased.

c) For any other employment relationships, the current salaries are increased by 1.85 percent.

(2) As of January 1, 2005, the current salaries have to be increased by 0.15 percent. Instead of the consistent increase of all current salaries by 0.15 percent (individual increases in current salaries) another distribution of the internal salary amount among the employees can be provided by a company agreement (distribution option). The foundation for the calculation of the individual salary increase or the internal salary amount that the distribution option is based on consists of the salaries that are due for December 2004.

(3) June 1, 2005 is planned as the next date for salary negotiations.

§ 50 Existing regulations for company trips

(1) The provisions of **§§ 26 to 36** for **Österreichisches Forschungs- und Arsenal GesmbH** only become effective on **January 1, 2005.**

(2) The beginning of the effectiveness **before January 1, 2005,** can be regulated through a **company agreement.**

ETHICS AGREEMENT

for the collective agreement for the employees in non-university research

INTRODUCTION

The ethics agreement is executed between Forschung Austria and the Austrian Trade Union Federation. The ethics agreement applies to the proper member organizations of Forschung Austria, which is obligated to influence its members in respect to adhering to these guidelines.
The creation and distribution of applied research are social processes that require ethical considerations and decisions at every stage. Research companies and researchers always have to be aware of the ethical aspects of the production, use and transmission of knowledge.
The present ethics agreement is intended to sensitise (non-university) research towards ethical problems concerning their work and to encourage them to critically evaluate their own professional conduct. Here the following guidelines particularly address

- the effects of scientific work in respect to the desired assignments, products and research results,
- the rules for collaboration within the research community, which follow the insights and guidelines of the diversity management.

The term „non-university research" as used below includes the executing institutions and all persons occupied thereby.

1 BASIC UNDERSTANDING OF ETHICS

1. Non-university research will do everything possible to ensure safe work systems and avoid dangers that might risk a person's life, safety or health. It will ensure that its actions or omissions during its work performance will not result in natural or material damages. Non-university research will always do everything in its power to protect the public interest in questions of health and safety.

2. Non-university research will support the respect and defence of human rights, including union rights and the corresponding international conventions.
Employees have to have the right to organize as a union and have to bring their specific competence in the professional world and its unions into effect.

3. Non-university research familiarizes itself with the culture, the economic and social background as well as all pertinent laws, regulations and specifications that apply to the occupation in the respective country where the assignments are completed and research work is performed.

4. Non-university research will always conduct itself in such a way that the professional integrity of the employees can or will not be put into question or be restricted while they perform their work.

5. In non-university research facilities, persons in managing positions will particularly promote

a) the support of democratic conditions in economic life, especially in respect to tariff negotiations and through the participation and co-determination of the employees at the company and the workplace.

b) that employees will be consulted and informed in respect to possible effects of the changes in the workplace if there are organizational shifts or if new technology is implemented

c) that the work conditions are appropriate for the needs of the employees, supporting these to the best of their ability

d) that the training and continuing education of all employees is promoted and that employers make the appropriate means available for the professional advancement.

6. Non-university research takes on sociopolitical and social responsibility. Its recommendations, decisions and statements can influence people's lives. During the critical reflection about potential consequences, it is especially important to consider that these may be different according to the gender, national, religious and ethical affiliation, disability, family status or the sexual orientation of persons.

Non-university research is aware of the situation and immanent constraints that may result in a misuse of its influence. It will implement the appropriate measures to make sure that such a misuse and the resulting unfavourable effects on employers, research participants, cooperation partners and employees are avoided.

2 RESEARCH

2.1 Integrity and objectivity

1. Non-university research strives for scientific integrity and objectivity in terms of its usage by the employers. Its duty is to maintain the best possible standard in research and professional practice. If specialized judgments are made by researchers, their work areas, state of knowledge, expertise, methods and experiences have to be represented clearly and appropriately.

2. Research results will be presented without any falsifying omissions of important results when they are presented or published. Any details about the theories, method and research designs that are important for the evaluation of the research results and the limits of their applicability are communicated to the best of their knowledge.

3. Non-university research has to name all financial sources relevant for the work in any publications that are publicly accessible. It is aware that publications may be in conflict with the interests of employers. In cases in which the duty to official secrecy or the claim of the employees limits the right to publication, the publication plans will only be carried out upon agreement by the affected groups of persons.
Wherever the right to the protection of confidential documentation might be infringed on, the publication is dispensed with.
Non-university research ensures that its findings are not distorted by the specific interests of the sponsors. It will inform the public if the disclosure is in the public interest.

2.2 Rights of groups of persons that are included in the research work

1. Following the rules of scientific method can result in unfavourable consequences or special risks for institutions, individuals or groups. It is important to anticipate these kinds of consequences in order to avoid negative effects.

2. The personality rights of the persons involved in the research have to be respected just as much as their right to the free decision in their participation in the research project. It is not always possible to implement the principle of informed consent in practice, e.g. if the research results would be distorted in an unacceptable manner through extensive advance information. In such cases it has to be attempted to use other possibilities for the informed consent.
Special efforts to guarantee the appropriate information are required if the individuals participating in the research have a low educational level, a low social status or belong to minorities or fringe groups.

3. As much as possible, non-university research has to anticipate potential breaches of confidence. Procedures that exclude an identification of persons or institutions should be used in all appropriate cases. Special attention has to be paid to the possible data access provided by electronic data processing. Here too, careful preparations are required to protect confidential information.

4. Confidential information obtained from examined persons have to be treated accordingly; this obligation applies to all members of the research group (including the interviewer, coder, secretaries, etc.) who have access to the data. It is the responsibility of the managers and project managers to inform the employees about this subject and control access to confidential material.

2.3 Publications

1. Non-university research names all persons that have significantly contributed to its research and its publications. The claims for authorship and the sequence of the authors have to represent their participation in the research process and the publication.

2. Dates and materials that were taken over from published or unpublished works by others, either literally or analogously, have to be acknowledged and attributed to their originators. References to ideas that we developed in the works of others may now knowingly be omitted.

3. The critical exchange between the functional experts should be promoted in magazines.

4. Publishers and editors of magazines and conferences are obligated to a fair assessment of submitted

contributions without any personal or ideological prejudices and within an appropriate time period. They will immediately communicate their decisions about submitted manuscripts.

5. A confirmation of publication is binding. If the publication was assured, it has to be carried out as soon as possible.

2.4 Appraisal

1. If non-university research is requested to evaluate persons, manuscripts, research applications or other works, those requests for an appraisal have to be rejected in the event of a conflict of interests.

2. Works to be appraised have to be evaluated in a complete, careful and confidential manner and evaluated fairly within an appropriate time period.

3. Appraisals that are connected to personnel decisions are treated confidentially by everyone involved. They have to be subject to the highest requirements in the service of integrity, objectivity and the avoidance of conflicts of interest.

4. Non-university research that is requested to review books or manuscripts that it has already discussed elsewhere has to notify the person making the request of this situation. It should reject the review of work in whose creation it has participated directly or indirectly.

2.5 The collaboration with employees and cooperation partners

1. Non-university research has to make an effort to ensure objectivity and fairness in the processes of hiring, dismissals, evaluations, continuing training and promotions, salary specifications, work time regulations and other matters of the employment relationship as well as during decisions about appointments, recruitments and co-optations. It may not discriminate against others because of their age, their gender, their sexual orientation, their physical disability, their social or regional origin, their ethnic or national affiliation, their religious beliefs or their political views.

2. Non-university research especially pays attention to general professional conditions that make it possible for all groups of persons to actively participate in a professional life. This refers to

a) the greatest possible support through construction and (information-) technological measures,

b) the greatest possible flexibility of work times and locations,

c) the consideration of individual life structures in the setting of deadlines, work plans and shared activities,

d) the support and acknowledgement of a wide range of performance formats (e.g. presentation talent, team capacity, precision, creativity, etc.) in their significance for the overall results of the specific research unit,

e) use of language that is sensitive to gender or groups of persons, orally as well as in writing.

3. If independent employees or other institutions participate in a joint project, negotiations are made at the beginning of the project in respect to the task distribution, compensation, data access, copyrights as well as other rights and responsibilities which are accepted by all participants. These can be corrected in the course of the project due to changed conditions with everyone's agreement.

4. Non-university research may not take advantage of the work of others for its own benefit and not utilize their work without credit.

5. Non-university research may not force anyone – such as respondents, employers, co-workers, cooperation partners – to accommodate them in a personal or gender-specific manner or for a personal or professional benefit. Non-university research may not accept any contributions, contracts or research assignments that violate the principles included in this codex. Persons who inform the public or refuse to work on projects that violate the guidelines of the ethics agreement due to their adherence to this agreement may not be discriminated against in their employment relationship in any way.

3 THE ETHICS COMMISSION

3.1 Zusammensetzung und Amtszeit

1. The ethics commission consists of four persons. Each side of the contractual partners sends two members according to a process that is specified by each institution for its own purposes.

2. The ethics commission is in office for the period of three years.

3. The ethics commission provides itself with a statute through which it regulates its procedures and that has to be confirmed by the institutions.

3.2 Tasks and responsibilities

1. The ethics commission has to:

a) consult the member companies of Forschung Austria regarding general ethical questions,

b) accept notices about violations of the ethics agreement and strive for an arbitrated settlement,

c) organize the communication between the affected parties in the settlement of their complaints,

d) carry out hearings of the parties if there are formal complaints about misconduct,

e) recommend measures to the member companies of Forschung Austria,

f) report about work and the negotiated cases to the parties entering in the contract at least once per year and

g) check at the end of its time in office whether it should suggest changes and supplements to the contractual partners based on experience or new developments.

3.3 Information obligation and sanction recommendations by the ethics commission

1. If the ethics commission finds that there has not been an ethical infringement, all affected sides will be informed of this decision, which concludes the process.

2. If the ethics commission determines during the course of the hearings that there is an infringement against the ethics contract, it will inform all affected parties and issue a report to the contractual partners. The following measures may be set:

a) encouraging suggestions for a settlement and/or sanctions,

b) informing the responsible public institutions about the events.

ASSOCIATION FORSCHUNG AUSTRIA –
A NON-PROFIT ASSOCIATION FOR THE PROMOTION OF NON-UNIVERSITY RESEARCH

Univ.-Prof. DI Dr. Erich Gornik	Mag. Edmund Müller
President	Member of the Board of Directors

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UNION OF SALARIED PRIVATE SECTOR EMPLOYEES

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Chairman	Division Manager IV
Karl Heinz Aschbacher	DI Erwin Kubista
Deputy Chairman of the Federal Joint Committee	Deputy Chairman of the Federal Joint Committee

DI Andrea Rainer

Secretary of the Economic Sector

CIVIL SERVICE UNION

Fritz Neugebauer	Monika Jantschitsch
Chairman	Chairwoman for the Federal Section of Education Administration – Science

UNION OF CHEMICAL WORKERS

Wilhelm Beck	Peter Schaabl
Chairman	Federal Secretary

Vienna, December 16, 2003

AGREEMENT

About the information regarding independent services
(valid as of June 1, 2006)

executed between the **association Forschung Austria – a non-profit association for the promotion of non-university research** and the **Austrian Trade Union Federation**

(1) In companies in which the collective agreement is applied for employees in non-university research, the works council has to be informed about the execution of independent service contracts in the interest of the entire staff.

(2) The information provided to the works council has to include:

the name of the contractual partner with whom the independent service relationship was executed,

the beginning of the independent service relationship,

the end of the independent service relationship, if it was executed for a determinate time period,

the fee agreement.

(3) The works council has to be provided with this information immediately after the execution of the independent service contract.

ASSOCIATION FORSCHUNG AUSTRIA –
A NON-PROFIT ASSOCIATION FOR THE PROMOTION OF NON-UNIVERSITY RESEARCH

Univ.-Prof. DI Dr. Erich Gornik	Mag. Edmund Müller
President	Member of the Board

AUSTRIAN TRADE UNION FEDERATION
Union of Salaried Private Sector Employees

Wolfgang Katzian	Karl Proyer
Chairperson	Division Manager
Karl Heinz Aschbacher	DI Erwin Kubista
Chairman of the Federal Joint Committee	Chairman of the Federal Joint Committee

DI Andrea Rainer

CIVIL SERVICE UNION

Fritz Neugebauer	Monika Jantschitsch
Chairman	Chairwoman for the Federal Section

Vienna, May 16, 2006

NOTICES

NOTICES

NOTICES

JA! ICH WERDE JETZT GPA-MITGLIED!

☐ Frau ☐ Herr ☐ Divers ☐ ....

Familienname .... Vorname ....

Titel .... Geburtsdatum | | | | | | | | |

Straße/Haus-Nr. .... PLZ/Wohnort ....

Telefonisch erreichbar .... E-Mail ....

☐ Angestellte/r ☐ ArbeiterIn ☐ Lehrling/......Lj. ☐ SchülerIn ☐ StudentIn
☐ Werkvertrag ☐ Zeitarbeitskraft ☐ Freier Dienstvertrag ☐ Zweitmitgliedschaft ☐ geringfügig beschäftigt

Derzeitige Tätigkeit .... ☐ Ich war bereits Mitglied der Gewerkschaft von/bis ....

Beschäftigt bei Firma (bzw. Schule/Universität) .... Dienstort ....

Anschrift ....

Branche ....

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Der monatliche Mitgliedsbeitrag beträgt 1 % des Bruttogehalts bis zu einem Maximalbeitrag (siehe **www.gpa.at/mitgliedsbeitrag**), der jährlich angepasst wird. Der Mitgliedsbeitrag ist steuerlich absetzbar.

☐ Ich willige ein, dass ÖGB, ÖGB Verlag und/oder VÖGB mich telefonisch bzw. per elektronischer Post (§107 TKG) kontaktieren dürfen, um über Serviceleistungen, etwa Aktionen für Tickets, Bücher und Veranstaltungen zu informieren und sonstige Informationen zu übermitteln. Die Einwilligung kann jederzeit widerrufen werden.

Ich bezahle meinen Mitgliedsbeitrag durch: (Zutreffendes bitte ankreuzen)

☐ **BETRIEBSABZUG**

Ich erkläre, dass mein Gewerkschaftsbeitrag durch meinen Arbeitgeber von meinem Gehalt/Lohn/Lehrlingseinkommen abgezogen werden kann. Ich erteile deshalb meine Einwilligung, dass meine im Zusammenhang mit der Beitragseinhebung erforderlichen personenbezogenen Daten (angegebene Daten und Gewerkschaftszugehörigkeit, Beitragsdaten, KV-Zugehörigkeit, Eintritts-/und Austrittsdaten, Karenzzeiten, Präsenz-, Ausbildungs- und Zivildienstzeiten, Pensionierung und Adressänderungen) von meinem Arbeitgeber und von der Gewerkschaft verarbeitet werden dürfen, wobei ich diese Einwilligung zum Betriebsabzug jederzeit widerrufen kann.

☐ **SEPA LASTSCHRIFT-MANDAT** (Bankeinzug)

Ich ermächtige die Gewerkschaft GPA, die Zahlungen meines Mitgliedsbeitrages von meinem Konto mittels SEPA-Lastschrift einzuziehen. Zugleich weise ich mein Kreditinstitut an, die von der Gewerkschaft GPA auf mein Konto gezogene SEPA-Lastschriften einzulösen. Ich kann innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrags verlangen. Es gelten dabei die mit meinem Kreditinstitut vereinbarten Bedingungen.

Der Einzug des Mitgliedsbeitrags erfolgt jeweils zum Monatsultimo.

☐ monatlich ☐ alle 2 Monate ☐ jedes Quartal ☐ 1/2 jährlich ☐ jährlich (Schüler-/StudentInnen, Zweitmitgliedschaft)

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Gewerkschaft GPA
1030 Wien, Alfred-Dallinger-Platz 1
Tel.: +43 (0)5 0301
E-Mail: service@gpa.at

Österreichischer Gewerkschaftsbund
1020 Wien, Johann-Böhm-Platz 1
Tel.: +43 (0)1 534 44-0
E-Mail: oegb@oegb.at

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KONTAKTADRESSEN DER GPA

Service-Hotline: +43 (0)5 0301-301

E-Mail: service@gpa.at

GPA Service-Center
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GPA Landesstelle Wien
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www.gpa.at - E-Mail: service@gpa.at