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## Position of BV 13 on § 109 UG



**Objection  
against  
temporary  
careers!**

**In spring 2021, an amendment to section 109 UG was passed, which, in contradiction to general Austrian labour law, allows universities to conclude two or more fixed-term contracts without any factual constraints.**

**What was the wish of the university union?**

The aim was to reverse the trend from the proliferation of multiple fixed-term contracts to **the standard case of permanent employment contracts.**

Fixed-term contracts should be limited to manageable periods of time and objectively justified exceptions, as is the case in Austrian labour law.

The university union's amendment proposal contained a reduction of fixed-term contracts to a **maximum of six years**, with a single exception for a one-time extension to eight years, namely for the completion of third-party funded projects. Periods of employment as student employees were to be disregarded.

This clear and lean regulatory proposal would have meant a path towards the normality of private law labour law within the framework of autonomy - after all, almost 20 years ago, universities were have been released into this autonomy with their own legal personality.

**The union's position is** that Austrian universities, as responsible employers, should offer their staff employment conditions that correspond to the outstanding professional competence of these persons, offer them adequate career opportunities and allow a minimum of family and life planning. In particular the entrepreneurial **risk of** the employer university **not** on the workers are **passed on to them.**

## What does the now applicable § 109 UG regulate?

The **permissible total duration of multiple** **The number of contracts in a row for a limited period of time** and the **permitted number of such contracts in a row** within the respective period.

total permissible duration.

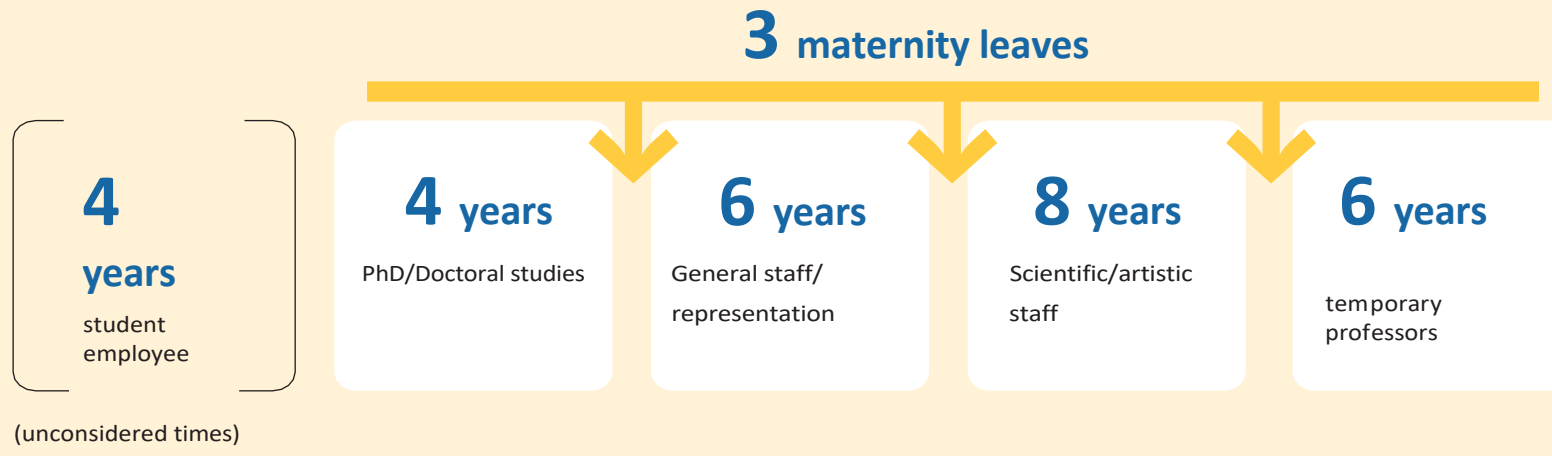
In addition, it defines **periods of** employment and extension periods stipulated in collective agreements that are **not taken into account** and are thus **not included in the** number and duration of fixed-term increments.

The individual regulations on the timeline serve as an overview and are neither binding in their order nor necessarily cumulative.

For example, the maximum limit of six years of employment applies to general staff, while that for academic and artistic staff is eight years. When moving from general to scientific or artistic staff or vice versa, the following rules apply for the last employment relationship entered into.

In the event of a change to a professorship, a further six-year period shall start anew, without regard to the number and total duration of previous fixed-term employments. Periods of maternity leave can occur within any fixed-term employment relationship. These possibilities must be considered when looking at the timeline.

Stages of a university career (example )\*



\* **ATTENTION:**

This schematic representation cannot **replace** a **precise examination of** each individual case.

Take advantage of the advice of the works councils and use the legal advice and legal protection provided by GÖD or the Chamber of Labour!

- Periods of employment prohibitions such as maternity leave, maternity leave, periods of military service, training or civilian service and periods resulting from entitlements to part-time employment shall not be taken into account.
- Employment relationships as student employees are not taken into account up to a maximum of four years.
- Employment relationships that also involve the completion of a doctoral programme shall be disregarded up to a maximum of four years.
- If no exceptions apply (see the following points), employment relationships may be limited in duration up to six years.
- Employment contracts of academic and artistic staff may be extended or newly concluded a maximum of two times up to a total duration of eight years.
- Employment contracts that are concluded primarily for the implementation of third-party funded projects or research projects, as well as those for personnel used exclusively in teaching, may not be concluded within

of eight years or eight years of study can be extended or newly concluded an unlimited number of times.

- When changing to a professorship, a one-time renewal is required, thus additional fixed term up to a duration of six years is permissible.

The timeline makes it clear that the law allows for **contracts to run consecutively for a total of more than 20 years.**

The possibilities resulting from the transitional provisions and the periods of any entitlements to maternity leave are **not yet included in** this calculation!

This is the result of the amended national statutory scheme of the Universities Act 2021.

Again, it remains to be seen **whether this can be reconciled with the case law of the ECJ.** The admissibility of long fixed-term contracts is measured by the ECJ according to the unduly long uncertainty of the persons concerned about the fate of their employment relationships.

## How does the university union assess the regulation that has been in force since autumn 2021?

This regulation will be abolished due to further massive deterioration for parts of the general and the entirety of the scientific and artistic staff was rejected by the university trade union, because **the retention in fixed-term employment now spans virtually all possible career stages of** employment as a scientist or artist.

The Universities Act should create binding regulations for binding personnel structure plans at universities, standardise a far-reaching obligation to conclude permanent employment contracts and limit itself to concrete, comprehensibly justified exceptional cases for fixed-term contracts.

## Under no circumstances should exceptions be made the norm.

The vague specification of measures for the continuation of employment relationships required by the law is by no means sufficient for this.



## What is required is a regulation that ...

- The employer has to take into account the interests of the workers;
- creates a binding framework for urgently needed personnel structure planning;
- offers the colleagues a perspective: Contractually, clear options must be created to make contracts permanent or, as a matter of principle, to create permanent contracts;
- eliminates the proliferation of unclear individual offences in the law.

## The amendment, on the other hand, continues a patchwork of ambiguities, instead of providing legal certainty.

**The university union will continue to pursue its goals with all the means at its disposal and will object to fixed-term careers on all occasions.**

In this way, it wants to strengthen Austria as an attractive, future-oriented, socially acceptable and family-friendly place to work.