

University Operating Agreement
concerning academic careers at the University of Graz,
including the contents and modalities of the
conclusion of qualification agreements

between

the University of Graz,

represented by the Acting Rector, Dr Peter Riedler

and

the Employee's Council for the academic university staff

represented by the Chair, Assistant Professor Dr Gerhard Wohlfahrt

Section 1 Scope

- (1) With the exception of university professors appointed pursuant to Sections 98, 99 (1) and Section 99 (4) of the Universities Act (UG), this Operating Agreement applies to all members of the academic university staff pursuant to Section 94 (2) of the Universities Act whose employment contract is covered by the scope of application of the Collective Bargaining Agreement for University Staff (hereinafter: Collective University Agreement).
- (2) The Operating Agreement applies to all locations of the University of Graz.
- (3) The Operating Agreement enters into force effective 1 March 2022 for a term of one year. The validity period of the Operating Agreement shall be extended by one year in each case, unless one of the contracting parties declares in writing by 30 September that it does not wish to continue the Operating Agreement beyond 28 February (or 29 February) of the following year.
- (4) This Operating Agreement replaces the operating agreement on academic careers at the University of Graz, including the contents and terms of the conclusion of qualification agreements in accordance with Section 27 (8) of the Collective University Agreement, published in the University Gazettes 12.x dated 23 December 2015 and 32.b dated 29 May 2019.

Section 2 Legal basis

The legal basis for the Agreement is provided by Section 4 no. 6 in conjunction with Section 27 (8) of the Collective University Agreement to the extent that this Operating Agreement regulates the content and terms for the conclusion of qualification agreements.

Section 1 Personnel structure planning and job profiles
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Section 3 Personnel structure planning, advertising jobs and filling positions

- (1) The university's personnel structure planning is implemented in accordance with the university's personnel strategy, which is incorporated as part of the development plan, and with due regard to the subject-specific dedications and number of positions for professorships and tenure-track positions, which are also incorporated within this plan. The head of the organisational unit is responsible for personnel structure planning within the framework of these guidelines and based on the proposals from the academic units. This involves a long-term rolling plan, the content and budget of which must be agreed with the Rectorate on a regular basis, in particular as part of the annual budget and personnel planning process.
- (2) Early-stage researchers have the opportunity to discuss their career prospects at the University of Graz as part of their performance review. The Department management is urged to agree on statements in this context in advance with the faculty management responsible for personnel structure planning.
- (3) All university vacancies for members of the academic university staff must be advertised internationally, or at least throughout the EU, in accordance with Section 107 (1) of the Universities Act. This does not apply to fixed-term positions within the framework of third-party funded projects and teaching assignments under the prerequisites of Section 107 (2) of the Universities Act.

(4) The equal opportunity provisions of the Federal Equal Treatment Act (GlBG) and the statutory provisions of the Career Advancement Plan for Women and Equal Opportunities Plan must be taken into account with job advertisements and when filling positions.

Section 4 Purpose of the job profiles

The regulations set out in this section specify the job profiles used at the University of Graz based on the career model under the Collective University Agreement. They therefore form the basis and framework for drafting employment contracts and job descriptions.

Section 5 Position categories and job profiles

(1) Within the scope of the Collective University Agreement, a distinction is made between non-tenure-track positions and career positions in the area of academic staff at the University of Graz in accordance with Section 94 (2) no. 1 of the Universities Act.

(2) **Non-tenure-track positions** are positions that are filled on a temporary fixed-term basis with no option of transferring to an employment contract for an indefinite term. The following job profiles are filled as non-tenure-track positions:

- a. Student employee (Section 6)
- b. University assistant without a doctorate (Section 7)
- c. University assistant with a doctorate (Section 8)
- d. Project assistant (Section 9)
- e. Project staff (Section 10)
- f. Lecturer (Section 11)
- g. Lecturer with extended research tasks (Section 12)
- h. Scientist (Section 13)

(3) **Career positions** are permanent positions, whereby a distinction is made between **development positions** and positions with a qualification agreement (**tenure-track positions**). However, the establishment of a permanent employment relationship is in both cases initially linked to the successful implementation of a specific target agreement (qualification or development agreement).

(4) **Development positions** are positions where the holders may receive an offer of a development agreement, following the successful implementation of which there is a legal entitlement to transfer to an employment contract for an indefinite term. The following job profiles are filled as development positions:

- a. Senior lecturer (Section 11)
- b. Senior lecturer with extended research tasks (Section 12)
- c. Senior scientist (Section 13)

(5) **Tenure-track positions** are positions that are filled as part of a selection procedure pursuant to Section 99 (5) of the Universities Act, and whose holders may be offered a qualification agreement, following the successful implementation of which there is a legal entitlement to transfer to an employment contract for an indefinite term. This involves the following job profiles:

- a. University assistant with a doctorate until the conclusion of a qualification agreement (see Section 16 (1))
- b. Assistant professor from the conclusion of the qualification agreement until the successful

conclusion of the process for achieving objectives (see Section 26)

- c. Associate professor from the successful conclusion of the process for achieving objectives (see Section 26)

Section 6 Student employees (non-tenure-track position, Section 30 of the Collective University Agreement)

In addition to the provisions under Section 30 of the Collective University Agreement, the University of Graz makes a distinction between the following positions of student employees:

1. **Student employees who are employed in teaching activities** for an academic unit. These are hired on a fixed-term basis
 - for the course period of a semester in accordance with the schedule of the respective academic year, possibly extending to adjacent months (September, February or July) if specific course or examination dates make this necessary, or
 - in justified exceptional cases for the duration of blocked courses (including any preparation and follow-up period).
2. **Student employees who are employed in research, teaching and administrative operations** for an academic unit. The term of their fixed-term employment contracts can be agreed within the framework of the provisions of Section 30 of the Collective University Agreement.
3. **Student employees who are employed in third-party funded research projects.** The term of their fixed-term employment contracts can be agreed within the framework of the provisions of Section 30 of the Collective University Agreement.

Section 7 University assistants without a doctorate (non-tenure-track position, Section 26 (1) of the Collective University Agreement)

(1) In accordance with Section 26 (1) of the Collective University Agreement, university assistants without a doctorate are academic employees who are employed by the university after completion of a master's (degree) study programme designated for the task in question. The employment contract serves to deepen and broaden the professional and academic qualifications to an advanced level in accordance with Section 26 (1) of the Collective University Agreement. Completion of a doctoral programme is the central objective of the employment contract in this career phase. The teaching activities are governed by Section 49 (7) to (9) of the Collective University Agreement.

(2) University assistants without a doctorate generally have an employment contract awarded for four years, although shorter initial fixed-term contracts are possible in individual cases. A shorter contractual term may also be stipulated from the outset in justified exceptional cases (e.g., substitute positions or to cover a short-term requirement).

(3) The extent of employment for new hires generally amounts to 75% of that for full-time employment. A combination with other job profiles is possible. A lower extent of employment may be agreed in justified exceptional cases, e.g., for substitute positions, at the request of the university assistant or once in this job profile, including in cases where the requirement is simply lower.

(4) In order to achieve the objectives under (1), university assistants will have at least 30% of the agreed working hours available for work on the doctoral thesis on average over an academic year (1 October to 30 September).

Section 8 University assistants with a doctorate (non-tenure-track position, Section 26 (1) of the Collective University Agreement)

(1) In accordance with Section 26 (1) of the Collective University Agreement, university assistants with a doctorate are academic employees who are employed by the university after completion of a doctorate/Ph.D. study programme designated for the task in question. The employment contract serves to deepen and broaden the professional and academic education to an advanced level. The central objective of the employment contract is the academic development for a permanent academic position in the university sector or a highly qualified position in a non-university working environment. The work is predominantly focused on research, where cooperation in applying for and implementing contractual research projects may also form part of the area of responsibility. The teaching activities are governed by Section 49 (7) to (9) of the Collective University Agreement. Detailed objectives in research, teaching and administration are agreed in the annual performance review.

(2) University assistants with a doctorate generally have a six-year fixed-term employment contract. A shorter contractual term may be stipulated in justified exceptional cases, e.g., in the event of substitute positions or of a shorter requirement.

(3) The extent of employment generally amounts to 100% of that for full-time employment. A combination with other job profiles is possible. A lower extent of employment may be agreed in particular for substitute positions, at the request of the university assistant or once in this job profile, including in cases where the requirement is simply lower.

(4) With regard to the objectives set out in (1), university assistants with a doctorate shall have at least 40% of the agreed working hours available for their own research on average over an academic year (1 October to 30 September).

Section 9 Project assistants (non-tenure-track position)

(1) The career model at the University of Graz provides for the job profile of project assistants within the scope of employment group B1 of the Collective University Agreement. These are academic employees who are hired to work on one or more research projects, but whose employment contracts are financed by funds from the global budget. The fixed term of the individual employment contract is based on the term of the respective research project(s).

(2) The salary scheme of Section 49 of the Collective University Agreement includes a classification into salary group B1, with a qualification and activity-related distinction made in turn between

- project assistants without a doctorate who have completed a master's (degree) programme intended for the position and
- project assistants with a doctorate who have completed a doctorate/Ph.D. study programme intended for the position.

(3) Within the group of project assistants without a doctorate, a distinction is also made with regard to Section 109 (7) of the Universities Act (in the version applicable from 1 October 2021) as to whether the employment contract also includes the participation in a doctoral programme or whether only scientific cooperation in the project(s) financing the employment contract is agreed.

(4) Participation in courses and teaching courses independently within the agreed normal working hours may be agreed in individual employment contracts.

Section 10 Project staff (non-tenure-track position, Section 28 of the Collective University Agreement)

- (1) Project staff are members of the academic university staff who are hired to work on one or more third-party funded research projects. The fixed term of the individual employment contract is based on the term of the respective research project(s).
- (2) The salary scheme of Section 49 of the Collective University Agreement includes a classification into salary group B1, with a qualification and activity-related distinction made in turn between
 - project staff without a doctorate who have completed a master's (degree) programme intended for the position as well as
 - project staff with a doctorate who have completed a doctorate/ Ph.D. study programme intended for the position.
- (3) Within the group of project staff without a doctorate, a distinction is also made regarding Section 109 (7) of the Universities Act (in the version applicable from 1 October 2021) as to whether (in accordance with the specifications provided by the funding body/bodies), the employment contract also includes the participation in a doctoral programme or whether only scientific cooperation in the project(s) financing the employment contract is agreed.
- (4) Project staff may with their consent also be called upon to participate in teaching courses and be entrusted with teaching courses independently within the scope of their working hours, unless this is in conflict with the specifications provided by the funding body/bodies.

Section 11 (Senior) lecturers (non-tenure-track or development position, Section 26 (3) of the Collective University Agreement)

- (1) Senior lecturers are academic staff members who are employed in an employment contract by the university for a non-temporary academic position and are primarily involved in teaching. Detailed objectives in research, teaching and administration are agreed in the annual performance review. A doctorate relevant to the position must be a hiring prerequisite in order to ensure research-oriented teaching. The doctorate may only be waived as a hiring requirement in the following exceptional cases with the approval of the university management:
 - positions that are used exclusively in the field of language education for students,
 - positions that are used in the specialised subject-didactic education of students and for which professional experience in schools is a prerequisite for hiring,
 - in other justified exceptional cases for part-time positions on a fixed-term basis
- (2) The career model at the University of Graz refers to employees in the position of "Senior Lecturer" pursuant to Section 26 (3) of the Collective University Agreement who are hired for **non-tenure-track positions** as "**lecturers**". In addition to the provisions of Section 26 (3) of the Collective University Agreement, the following is stated with regard to this job profile:
 - the contractual term is at least two years in principle unless a substitute position is involved.
 - Balanced participation in teaching, research and administration at the academic unit must be taken into account in line with the job profile. Teaching activity of 12 semester hours must therefore generally be assumed in the case of full-time employment; taking into account all tasks associated with the teaching activity, this corresponds to around 75% of the agreed

working hours on average over an academic year (1 October to 30 September). The teaching tasks must be complemented by research and administrative tasks.

- An exclusive assignment in teaching may be agreed in justified exceptional cases (i.e. 16 semester hours on average over an academic year in the case of full-time employment).

(3) Based on the instrument of the qualification agreement within the meaning of Section 27 of the Collective University Agreement, the holders of **development positions** pursuant to Section 5 (4) (a) may be offered the opportunity to conclude a development agreement pursuant to Section 18, following the successful implementation of which the employment contract will continue for an indefinite term and the employee carries the title of **Senior Lecturer**. In addition to the provisions of Section 26 (3) of the Collective University Agreement, the following is stated with regard to this job profile:

- In addition to predominantly being assigned to teaching, balanced participation in research and administration at the academic unit must be provided for in line with the job profile. Unless an exclusive teaching assignment of 16 semester hours has been agreed for a limited period of time, it is therefore generally assumed in the case of full-time employment that the teaching activity will amount to 12 semester hours; this equates to an average of around 75% of the agreed working hours in an academic year taking into account all tasks associated with the teaching activity.
- The tasks in the field of teaching must be complemented by tasks in the field of autonomous research and administration in accordance with the job profile under the Collective Agreement.

Section 12 (Senior) lecturers with extended research tasks (non-track-tenure or development position)

(1) The career model at the University of Graz provides for the job profile of “senior lecturers with extended research tasks” within the scope of employment group B1 of the Collective University Agreement. These are academic staff members as defined in Section 26 (3) of the Collective University Agreement who also perform extended research tasks in addition to teaching activities. Cooperation in the application for and implementation of contractual research projects may also form part of the area of responsibility with this. Detailed objectives in research, teaching and administration are agreed in the annual performance review. A doctorate relevant to the position must be provided for as a hiring prerequisite.

(2) The activities of (senior) lecturers with extended research tasks are focused on teaching, in accordance with their classification under Section 26 (3) of the Collective University Agreement. An independent teaching activity of at least 8 semester hours must therefore be provided in the case of full-time employment in addition to other teaching-related tasks. Depending on the extent of their teaching activities, they pursue independent research activities in the same way as (senior) scientists and must be integrated into the research projects at the academic unit. These tasks must be complemented by administrative tasks.

(3) Based on the instrument of the qualification agreement within the meaning of Section 27 of the Collective University Agreement, the holders of development positions pursuant to Section 5 (4) (b) may be offered the opportunity to conclude a development agreement, following the successful implementation of which the employment contract will continue for an indefinite term and the title “senior lecturer with extended research tasks” will be used.

Section 13 (Senior) scientist (non-tenure-track or development position, Section 26 (2) of the Collective University Agreement)

(1) (Senior) scientists are academic staff members who are employed in an employment contract by the university for an academic position which is not just temporary. A doctorate relevant to the position must be provided for as a hiring prerequisite. (2) The work of (senior) scientists is focused primarily on autonomous research and collaboration in the research tasks of the academic unit; collaboration in the application for and realisation of contractual research projects may also be part of the responsibilities. A balanced participation in teaching and administration activities at the academic unit in accordance with the Collective Bargaining Agreement must also be provided for. The teaching activities are governed by Section 49 (7) to (9) of the Collective University Agreement. Detailed objectives in research, teaching and administration are agreed in the annual performance review.

(3) In addition to the provisions of Section 26 (2) of the Collective University Agreement, the holders of development positions at the University of Graz may be offered the opportunity to conclude a development agreement (Section 18) – based on the instrument of the qualification agreement pursuant to Section 27 of the Collective University Agreement – following the successful implementation of which the employment contract will continue for an indefinite term and the title “senior scientist” will be used.

Section 14 Assistant professor (career positions up until 30 September 2016; subsequently associate professors)

(1) University assistants with a doctorate who were hired before 30 September 2016 to fill a tenure-track position could be offered the opportunity to conclude a qualification agreement in accordance with Section 27 of the Collective University Agreement.

(2) If the assistant professor achieves the agreed qualification objectives within the qualification period, they will receive a permanent employment contract as an associate professor. If the assistant professor does not achieve the agreed qualification objectives within the qualification period, the fixed-term employment relationship shall come to an end at the end of the contractual period and a permanent employment contract may be terminated (by the University of Graz) in accordance with Section 21 of the Collective University Agreement without regard to the extended protection against dismissal (Section 22 of the Collective University Agreement). See Section 26 regarding the process for achieving objectives.

(3) In accordance with Section 27 (6) of the Collective University Agreement, **associate professors** are entitled to carry out academic teaching activities in their subject area using the facilities of the university under their own responsibility and in the same way as university professors, to use the facilities of this university for academic papers and to supervise and assess academic papers. Their duties as agreed under their employment contract are accordingly focused on autonomous research and teaching activities, which also include applying for and implementing third-party funded research projects depending on the framework conditions applicable in individual cases. Detailed objectives in research, teaching and administration are agreed in the annual performance review.

Section 15 Assistant professors (from 01 October 2016/tenure-track positions pursuant to Section 99 (5) of the Universities Act (UG); subsequently associate professors)

(1) Since 1 October 2016, the offer to conclude a qualification agreement in accordance with Section 27 of the Collective University Agreement has required a selection procedure to be implemented in line with international competition standards pursuant to Section 99 (5) of the Universities Act (UG). The holders of tenure-track positions become **assistant professors** upon conclusion of the qualification agreement (see Section 16). The development of an independent research profile and a habilitation in this context are key objectives of the employment contract. This must be specified accordingly by the qualification objectives agreed in the qualification agreement (see Section 17). The teaching activities are governed by Section 49 (7) to (9) of the Collective University Agreement.

(2) In order to achieve the objectives under (1) and the qualification objectives agreed in the qualification agreement, assistant professors will have at least 60% of the agreed working hours available for their own research on average over an academic year (1 October to 30 September).

(3) The holders of tenure-track positions will generally have a maximum 6-year fixed-term employment contract. The extent of employment amounts to 100% of that for full-time employment.

(4) If the assistant professor achieves the qualification objectives set out in the qualification agreement within the qualification period, the employment contract will continue for an indefinite term in the “Associate Professor” job profile. If they do not achieve the agreed qualification objectives, the fixed-term employment relationship shall come to an end at the end of the contractual period and a permanent employment contract may be terminated (by the University of Graz) in accordance with Section 21 of the Collective University Agreement without regard to the extended protection against dismissal (Section 22 of the Collective University Agreement). See Section 26 regarding the process for achieving objectives.

(5) Pursuant to Section 99 (6) of the Universities Act (UG), **associate professors** belong to the group of university professors pursuant to Section 94 (2) no. 1 of the Universities Act (UG). In accordance with Section 27 (6) of the Collective University Agreement, they are entitled to carry out academic teaching activities in their subject area using the facilities of the university under their own responsibility and in the same way as university professors, to use the facilities of this university for academic papers and to supervise and assess academic papers. Their duties as agreed under their employment contract are accordingly focused on autonomous research and teaching activities, which also include applying for and implementing third-party funded research projects depending on the framework conditions applicable in individual cases. Detailed objectives in research, teaching and administration are agreed in the annual performance review.

Section 2

Conclusion and content of qualification and development agreements

Section 16 Offer and conclusion of the qualification agreement

(1) The university may give the holder of a tenure-track position the opportunity to conclude a qualification agreement in accordance with Section 27 of the Collective University Agreement, and this should take place as soon as possible after taking up the position, but no later than two years after the tenure-track position commences.

(2) The qualification agreement represents an integral part of the employment contract and is entered into between the University of Graz (represented by the Rector) and the job holder. The dean, the head of the academic unit and if applicable the person directly responsible for the subject area according to the organisational chart will also sign the qualification agreement, thereby stating their agreement with the objectives.

(3) The Performance and Quality Management department will draw up draft qualification objectives based on the requirements profile. The objectives will be developed with the dean and the head of the academic unit concerned based on this draft. This proposal must be submitted for review to the respective advisory board for proposals for the promotion of early-stage researchers and personnel development measures (PEB). The dean will subsequently conduct a qualification interview with the applicant or job holder where a representative from the academic unit will also be present. The objective is to ensure a comparable level of requirements across the entire university.

Section 17 Contents of the Qualification Agreement

(1) The contents of the qualification agreement include the qualification objectives to be fulfilled within the qualification period and the framework conditions to be ensured by the university for this purpose.

(2) Qualification objectives from the following fields may be agreed in the qualification agreement:

1. Research:

- Development of an independent research profile in the applicable subject for the position
- Habilitation in a subject to be agreed at the University of Graz or at another state university in the EU or EEA
- Active research activities, particularly in research fields that are strategically important for the university
- Outstanding record of publications in the relevant subject area
- Application for research projects awarded on a competitive basis that are approved or are assessed positively and as worthy of funding

2. Teaching:

- Teaching activities pursuant to Section 49 (7) to (9) of the Collective University Agreement. These can be reduced to two semester hours for a period of two semesters at the job holder's request (via official channels, at least one semester in advance) in favour of his or her own research (e.g., in order to complete the habilitation project).
- (Co-)supervision of final theses to an appropriate extent with regard to implementation of the agreed qualification objectives
- Completion of continuing education programmes in higher education didactics
- Creation of a teaching portfolio

3. Personal development – these target values are agreed based on previous experience:

- Professional experience abroad
- Staff leaders training

4. Social responsibility:

- Objectives aimed at increasing the visibility of one's own research (invited lectures, congresses, functions in specialist committees, etc.)

5. Commitment within the university:

- Participation in the university's self-administration (willingness to participate in committees, assume functions, etc.)
- (3) The maximum period for achieving the agreed qualification objectives is six years.

Section 18 Offer and conclusion of a development agreement

(1) The university may give the holder of a development position the opportunity to conclude a development agreement corresponding to the job profile, and this should take place as soon as possible after taking up the position, but no later than two years after starting work in the development position.

(2) The development agreement represents an integral part of the employment contract and is entered into between the University of Graz (represented by the rector) and the job holder. The dean, the head of the academic unit and if applicable the person directly responsible for the subject area according to the organisational chart will also sign the development agreement, thereby stating their agreement with the objectives.

(3) The development objectives will be agreed based on a proposal from the person directly responsible for the subject in agreement with the job holder and following consultation with the responsible personnel development advisory board and the dean. The objective is to ensure a comparable level of requirements across the entire university.

Section 19 Contents of the development agreement

(1) The contents of the development agreement include the development objectives to be fulfilled within the development period and the framework conditions to be ensured by the university for this purpose.

(2) Corresponding development goals must be defined with the holders of development positions (the future senior lecturers, senior scientists, senior lecturers with extended research tasks) in accordance with the agreed job profile. Senior scientists must therefore focus on acquiring skills in the field of research, while senior lecturers must prioritise development goals in the areas of teaching and higher education didactics. In the case of senior lecturers with extended research tasks, a balanced set of development objectives from research and teaching must be included.

(3) Development goals from the following fields may be agreed in the development agreement for **(senior) scientists**:

1. Research:

- Development of a research profile that corresponds with the job profile
- Academic publication activities
- Active research activities, particularly in research fields that are strategically important for the university
- Participation in the application for and collaboration in research projects that are awarded on a competitive basis
- Active participation in academic events

2. Teaching:

- Teaching activities pursuant to Section 49 (7) to (9) of the Collective University Agreement
- Designing and organising courses, ongoing adaptation of existing course content to the latest research and development of analogue and digital teaching and learning materials as well as examinations appropriate to the subject

- Collaboration in the supervision of final papers and independent supervision of bachelor's theses
 - Creation of a teaching portfolio
 - Participation in training and continuing education in higher education didactics as well as in other university training programmes; this is expressly expected and should be made possible at all times and not solely during the development period.
3. Commitment within the university:
- Participation in the university's self-administration (willingness to participate in committees, assume functions, etc.)
- (4) Development goals from the following fields may be agreed in the development agreement for **(senior) lecturers**:
1. Teaching:
- Teaching activities pursuant to Section 49 (7) to (9) of the Collective University Agreement. Depending on the development objectives agreed in the field of research, these may be reduced for a period of two semesters in favour of the job holder's own research at their request (through official channels, at least one semester in advance).
 - Designing and organising courses, ongoing adaptation of existing course content to the latest research and development of analogue and digital teaching and learning materials as well as examinations appropriate to the subject
 - Collaboration in the supervision of final papers and independent supervision of bachelor's theses
 - Creation of a teaching portfolio
 - Participation in training and continuing education in higher education didactics as well as in other university training programmes; this is expressly expected and should be made possible at all times and not solely during the development period.
2. Research:
- Academic publication activities
 - Active participation in academic events (congresses/conferences/workshops)
 - Participation in the application for and collaboration in research projects that are awarded on a competitive basis
3. Commitment within the university:
- Participation in the university's self-administration (willingness to participate in committees, assume functions, etc.)
- (5) For senior lecturers with extended research tasks, development objectives for senior lecturers (4) and senior scientists (3) must be combined in a form that is appropriate and proportionate to the objectives of the respective position in relation to the entirety of all objectives and tasks.
- (6) The maximum period for achieving the agreed development objectives is six years.

Section 20 Working conditions during the qualification or development period

The University of Graz will be under an obligation to give the job holder sufficient time to achieve the agreed objectives during the qualification or development period, to promote his/her qualification or development efforts accordingly and to provide him/her with those opportunities and resources existing at the University of Graz that are required in order to achieve the qualification. In particular,

the person directly responsible according to the organisational chart undertakes to support the job holder to the best of their ability as per the qualification or development agreement.

Section 21 Extension to the qualification or development period

(1) There will be an extension to the agreed qualification or development period in all of the following cases:

- a. for periods of prohibition on employment under the Austrian Maternity Protection Act (MSchG), periods of parental leave under the Maternity Protection Act (MSchG) and Paternal Leave Act (VKG) and periods of early parental leave for fathers, but not by more than three years in total for these reasons.
- b. pro rata for periods of part-time parental leave under the MSchG or the VKG, but not by more than three years in total for this reason.
- c. for periods of military service, training or civilian service.

(2) If a leave of absence from employment is agreed by contract at the job holder's request (through official channels and following consultation with the personnel development advisory board) during the qualification or development period (e.g., to pursue a subject-relevant academic activity at another university), an agreement must also be made regarding whether and to what extent the qualification or development period will be extended.

(3) In addition, the job holder may apply for an extension to the qualification or development period (through official channels and after consultation with the personnel development advisory board responsible) in cases where there is a particular justification for this (e.g., if the job holder is suffering from a serious and long-term illness), although by a maximum of one year.

Section 3 Providing support during the qualification and development period and the procedure for reviewing the successful implementation of qualification and development agreements

Section 22 Advisory board for proposals for the promotion of early-stage researchers and personnel development measures (PEB)

(1) The PEB is a committee to be set up by the Faculty Council in accordance with Section 11 (3) of the Organisation Plan. It is intended to support the faculty management in an advisory capacity in the promotion of early-stage researchers, personnel development and the empowerment of women. In this role, it must be involved in the measures surrounding the promotion of early-stage researchers and personnel development.

(2) The PEB also supports and monitors researchers' career paths. It acts as a point of contact for job holders and acts as a mediator as necessary in particular during qualification and development periods. In this context it is careful to ensure a collegial atmosphere and respectful behaviour, particularly in personal discussions with job holders.

(3) The PEB's mission in particular involves writing the documentation on the progression of qualification and development, i.e. the progress observed in individual cases in the implementation

of qualification and development objectives, as well as the working conditions provided by the university. To this end, the responsible PEB must be notified of the objectives agreed in a qualification or development agreement as soon as possible after it has been concluded. The PEB must be notified of the reasons for any divergence that deviates significantly from previous recommendations made by the PEB. The PEB must take an overall view when documenting the progression of the qualification and development, so that any minor underachievement of individual objectives may be compensated through the overachievement of other objectives. To this end, the PEB – with administrative support from the relevant Dean’s Office – must obtain written statements from the following persons at least once per academic year on the implementation status of the agreed qualification and development objectives and the existence of suitable working conditions:

- a. the job holder,
- b. the mentor, as well as
- c. the person with direct responsibility for the subject.

At the job holder’s request, and in any case at least once halfway through the agreed qualification or development period, the job holder must also be invited to a face-to-face interview with the PEB to complement his/her written statement. The mentor may also be involved in this interview.

(4) The progression as documented by the PEB (implementation progress and working conditions) must be submitted to Human Resources at least once per year and filed in the job holder’s personnel file. It must also be made available to the job holder, his/her mentor and the person responsible for the subject area as per the organisation chart. Any recommendations adopted by the PEB must also be transmitted to this group of addressees in writing as necessary.

(5) The chair of the PEB will regularly report to the Faculty Council on meetings and resolutions of the PEB and will put forward suggestions for improvement regarding the promotion of early-stage researchers, personnel development and the empowerment of women. This will not include any personal information on the qualification or development progress of individual job holders (see also Section 23 (4)).

Section 23 Composition and establishment

(1) The PEB will be composed as follows:

1. Members with a seat and vote (at least six members):

- a) at a ratio of 1:1 members from the group of university professors (Section 94 (2) no. 1 of the Universities Act) and members from the group of university lecturers and academic staff members in research and teaching operations (Section 94 (2) no. 2 of the Universities Act)
- b) one member from the non-academic university staff (Section 94 (3) of the Universities Act)
- c) one member of the Employee’s Council for the academic university staff

2. Members with a seat but no vote:

- a) the dean of the faculty (who is not at the same time a member of the group of university professors or a member of the group of university lecturers)
- b) the dean of studies or the vice dean of studies of the faculty
- c) the employee at the Dean’s Office responsible for personnel agendas
- d) one member from the Working Group for Equal Opportunities

- e) one member from the Employee's Council for the non-academic university staff, with voting rights limited to matters relating to the non-academic university staff on a case-by-case basis.
- (2) The Faculty Council will appoint a PEB in accordance with Section 11 (3) of the University of Graz Organisation Plan and will determine the number of members with a seat and vote.
- (3) The groups of university members who are represented will decide at the first meeting of the Faculty Council on the members and substitute members of the PEB for the respective term of office (in the same way as for the Faculty Council). Membership of the PEB will end with the term of office of the Faculty Council, although repeated membership is possible.
- (4) The PEB members must maintain the strictest confidentiality regarding all circumstances of which they become aware over the course of their activities as PEB members. This duty of confidentiality shall also continue to apply after their activity in the PEB has come to an end.
- (5) The members from the Employee's Council for the academic university staff and the Working Group for Equal Opportunities will be nominated by the respective committees.
- (6) Holders of tenure-track positions and development positions shall be excluded from membership of the PEB during the qualification or development period.
- (7) A person may be called in to provide information on a specific agenda item if necessary (e.g., the head of an academic unit, an employee of the Human Resources Department to provide information on staff-related legal issues, members of the non-academic university staff, students).

Section 24 Procedural regulations

- (1) The provisions in the procedural regulations of the Senate of the University of Graz in the latest applicable version shall apply analogously to the PEBs. The PEB must elect a chairperson who will serve as a contact person for the dean and for other university departments. Human Resources must be notified in writing of the election of the chairperson.
- (2) The PEB must meet as required and in any case at least once a semester, notwithstanding any periods free from lectures and examinations. It may be convened at any time by the chairperson. Section 6 of the procedural regulations of the Senate of the University of Graz in the latest applicable version shall apply analogously to the convening of meetings.

Section 25 Mentoring during the qualification and development period

- (1) The job holder must nominate a mentor and inform the PEB within six months of entering into the qualification or development agreement. The nominated mentor must give their written consent to the PEB that they will assume this role and maintain confidentiality with regard to all information disclosed to them in the course of this role.
- (2) The mentor's task will be to support the job holder during the qualification or development period and to report regularly to the PEB on implementation of the qualification or development agreement. Possible mentors include university professors, adjunct and associate professors of the University of Graz, whereby the nomination of superiors in terms of service/specialisation is expressly not permitted. External, academically qualified scientists may also be appointed as mentors in cases with particular justification (e.g., in the context of close cooperation partnerships with other universities).
- (3) The mentor must be given the list of agreed qualification or development objectives without delay.

Section 26 Procedure for achieving objectives with qualification agreements

- (1) If a habilitation has been agreed as a qualification objective in accordance with Section 17 (2) and the job holder does not plan to apply for this at the University of Graz, the rector must be informed of this in writing before applying for the introduction of the habilitation procedure.
- (2) The procedure for reviewing the achievement of objectives within the scope of qualification agreements is initiated as follows:
 - a. by Human Resources, six months before the end of the qualification period or
 - b. prematurely at the request of the job holder in the event of a six-year qualification period, whereby an application may not be submitted until at least three years have passed. The application must contain documentation of the achievements already performed with reference to the agreed qualification objectives. The rector will decide on any premature commencement of the procedure.
- (3) The dean must first of all obtain the following statements on the degree to which the objectives have been achieved:
 - a. from the job holder,
 - b. from the mentor,
 - c. from the person with direct responsibility for the subject as per the organisational chart,
 - d. from the head of the respective academic unit.
- (4) At the same time as obtaining the statements in accordance with (2), the rector will also appoint two external experts following a proposal from the respective PEB, who will review the achievement of the agreed objectives as part of an overall assessment. The agreed qualification objectives, the job holder's statement, documentation of the job holder's achievements and the results of the annual reviews by the PEB during the qualification period must be submitted to the external expert reviewers for this purpose.
- (5) In addition to the expert reviews and statements provided for in (2) and (3), the job holder, the PEB and the rector are authorised to obtain further expert reviews and statements on the degree to which the qualification objectives have been achieved.
- (6) Once the statements and expert reviews are available, the PEB must submit a final statement to the rector on the achievement of the objectives.
- (7) The rector will be responsible for deciding whether the agreed qualification objectives have been achieved during the qualification period. All available expert reviews and statements must be afforded the appropriate weight in this process. An overall view must also be taken, so that any minor underachievement of individual objectives may be compensated through the overachievement of other objectives.
- (8) The job holder must be granted access to the documents relating to him/her (e.g., statements or expert reviews) at any time during the procedure for achieving objectives.

Section 27 Procedure for achieving objectives with development agreements

- (1) The procedure for reviewing the achievement of objectives within the scope of qualification agreements is initiated as follows:
 - a. by Human Resources, six months before the end of the development period or

- b. prematurely at the request of the job holder in the event of a six-year development period, whereby an application may not be submitted until at least three years have passed. The application must contain documentation of the achievements already performed with reference to the agreed development objectives. The rector will decide on any premature commencement of the procedure.
- (2) The dean must first of all obtain the following statements on the degree to which the objectives have been achieved:
 - a. from the job holder,
 - b. from the mentor,
 - c. from the person with direct responsibility for the subject as per the organisational chart,
 - d. from the head of the respective academic unit.
- (3) At the same time as obtaining the statements in accordance with (2), the rector will also appoint one internal or external expert following a proposal from the respective PEB, who will review the achievement of the agreed objectives as part of an overall assessment. The agreed development objectives, the job holder's statement, documentation of the job holder's achievements and the results of the annual reviews by the PEB during the development period must be submitted to the external expert reviewer for this purpose.
- (4) In addition to the statements and the expert review provided for in (2) and (3), the job holder, the PEB and the rector are in each case authorised to obtain further expert reviews and statements on the degree to which the development objectives have been achieved.
- (5) Once the statements and expert review are available, the PEB must submit a final statement to the rector on the achievement of the objectives.
- (6) The rector will be responsible for deciding whether the agreed development objectives have been achieved during the development period. All available expert reviews and statements must be afforded the appropriate weight in this process. An overall view must also be taken, so that any minor underachievement of individual objectives may be compensated through the overachievement of other objectives.
- (7) The job holder must be granted access to the documents relating to him/her (e.g., statements or expert reviews) at any time during the procedure for achieving objectives.

Section 28 Transitional provisions

- (1) The personnel development advisory boards (PEBs) in place at the time that this Operating Agreement takes effect shall remain in their role until the end of the term of office.
- (2) If one of the parties to the Agreement declares in accordance with Section 1 (3) that it does not wish to continue the Operating Agreement, the holders of career and development positions with whom a qualification or development agreement has already been concluded at this time must be given the opportunity to implement it under the framework and procedural conditions laid down in this Operating Agreement. The provisions set out in sections 2 and 3 shall apply accordingly in such cases beyond the end of the term of the Operating Agreement until the respective objective achievement procedure has been concluded.

Graz, 14 January 2022

For the Rectorate:

For the Employee's Council for the
academic university staff:

Dr Peter Riedler
Acting Rector

Assistant Professor Dr Gerhard Wohlfahrt
Chair