

EMPLOYMENT CONTRACT Lecturer, winter/summer semester 20

1. Contracting parties

WU Vienna University of Economics and Business, Welthandelsplatz 1, 1020 Vienna, hereinafter referred to as the **Employer**

and _____, date of birth _____, resident of _____, hereinafter referred to as the **Employee**.

2. Commencement and duration of employment

The employment period shall commence on _____ and end on _____. During this period, the courses agreed on pursuant to 4.1 shall be held. A probationary period is agreed for the first month of the employment relationship, during which the employment relationship can be terminated by either party at any time without giving reasons and without notice.

3. Place of work and business travel

3.1 The place of work is Vienna. If necessary, however, courses shall also be held outside of Vienna.

3.2 The Employee shall travel on university business on behalf of the Employer.

4. Job title and description

4.1 Category: Lecturer (degree programs)

Description of responsibilities: Preparing and teaching the following courses:

- _____ (weekly credit hours)
- _____ (weekly credit hours)

Furthermore, the Employee shall also provide participants of the above-named courses with the required support associated with the courses, conduct examinations (if necessary also up to 3 months after expiration of the term of employment stipulated in 2, on a maximum of 2 days, to be agreed upon with the head of the respective organizational unit), be willing to use multimedia formats in teaching, participate in evaluation measures and perform all required

administrative duties associated with the above-named courses (e.g. describing the course in the detailed course catalog).

4.2 The Employee shall perform all services relevant to this employment position as required and instructed by their supervisor.

4.3 The Employee shall initially be allocated to the following unit/institute: . This allocation is subject to change for organizational reasons or other substantive reasons.

5. Extent of employment

5.1 The extent of employment shall encompass hours/week. This corresponds to a teaching load of weekly credit hours. One weekly credit hour means a teaching load of 11.25 hours (45 minutes multiplied by 15 weeks).

5.2 The Employee is also obligated to perform additional work-related duties as stipulated by law and the Collective Bargaining Agreement for University Staff (*Kollektivvertrag für die ArbeitnehmerInnen der Universitäten, KV*) if said activities are required for the performance of the duties agreed upon. The maximum limits for working time as stipulated by § 31 of the Collective Bargaining Agreement apply.

5.3 Extra hours are to be compensated by time off at a ratio of 1:1.

6. Remuneration

6.1 On the basis of their duties, the Employee shall be remunerated in accordance with salary group B 2 as stipulated in the Collective Bargaining Agreement for University Staff. This currently results in a monthly gross salary in the amount of € .

6.2 The salary which the Employee is entitled to in accordance with the classification pursuant to item 6.1 shall be paid out in 6 monthly payments. In addition, the Employee shall be entitled to 2 special payments (*Sonderzahlungen*), each equaling 50% of the monthly salary. An aliquot part of the special payments shall be paid in the event that the employment relationship is terminated before expiration of the term specified in 2.

6.3 The monthly salary pursuant to item 6.1 shall be paid out on the 15th of each calendar month for the current month. The special payment due for the first quarter shall be paid on the 15th of March, the special payment for the second quarter on the 15th of June, the special payment for the third quarter on the 15th of September and the special payment for the fourth quarter on the 15th of November. If the 15th of the month in question is not a business day, payment shall be made on the preceding business day.

6.4 The Employee shall open a current account, into which the Employer can deposit the salary stipulated in 6.1 and all other payments associated with the employment relationship directly and with debt discharging effect. Payments shall be deposited into the following bank

account: IBAN , BIC . It is further noted that the remuneration for teaching is subject to change if an additional employment relationship is established with WU during the term of this contract.

7. Vacation leave

7.1 The Employee is entitled to vacation leave as stipulated in § 19 of the Collective Bargaining Agreement.

7.2 Considering the Employer's obligations to its students, vacation time shall generally be taken only during university breaks.

8. Absences

8.1 In the event that the Employee is incapacitated or otherwise prevented from performing their duties due to illness or injury, the Employee must notify the Employer immediately, otherwise the Employee shall lose their claim to continued remuneration. In the case of an incapacitation due to illness or injury lasting 3 or more working days, the Employee shall provide written confirmation from a physician licensed by the statutory health insurance provider (*Vertragsarzt*) or from a public health officer (*Amtsarzt*). The Employer may also request confirmation from a physician earlier.

8.2 In the event that classes stipulated in 4.1 and remunerated in the salary stipulated in 6.1 are not held for reasons beyond the Employee's control (e.g. illness, caregiving leave, etc.), then the Employee shall make up for the lost classroom time by the end of the semester (or the term of employment pursuant to 2) at the latest. Missed classes amounting to under 15% of the total classroom time do not need to be made up. Extra hours worked as a result shall be compensated according to time actually worked if these extra hours are confirmed by the head of the respective organizational unit.

9. Special rights and obligations

Any and all internal matters and information that become known or are made available to the Employee in the course of fulfilling their duties shall be kept strictly confidential if this is in the interest of the university. This obligation shall also apply after termination of the contractual relationship.

10. IT and telecommunications

The Employee shall restrict the use of WU IT and telecommunications services, software, and equipment mainly to professional purposes. Private use is permitted to a limited extent, as long as said use is not abusive, does not damage the reputation of WU Vienna, does not hinder regular operations and/or does not endanger the security and performance of the infrastructure. The Employee shall comply with all existing internal WU regulations and terms of use and/or any applicable regulations specific to their particular position. The right to

private use can be revoked at any time, particularly if the Employee does not comply with the conditions for use stated above.

11. Rights of use

11.1 The Employee shall permanently transfer the exclusive usage rights to all works created by them at the request of the Employer. The Employer reserves the right to transfer rights of usage to third parties. The transfer of usage rights is included in the agreed remuneration.

In all other cases, the provisions of the Austrian Copyright Act (*Urheberrechtsgesetz, UrhG*) apply.

11.2 The Employee confirms that any and all materials presented, copied, distributed and/or published in any other way during the teaching of their course are their own intellectual property and that this use does not in any way violate the rights of any third party. The Employee shall indemnify and hold harmless the Employer in the event of any claims by third parties made against the Employer based on the violation of rights due to such use.

12. Institutional retirement fund

APK Vorsorgekasse AG, 1030 Vienna, Thomas-Klestil-Platz 1.

13. Social insurance

The Employee is subject to compulsory health and accident insurance pursuant to the Act on Health and Accident Insurance for Civil Servants (*Beamten-Kranken- und Unfallversicherungsgesetz*) and shall therefore be insured with the Versicherungsanstalt Öffentlich Bediensteter, Eisenbahnen und Bergbau (BVAEB).

The General Social Insurance Act (*Allgemeines Sozialversicherungsgesetz*) applies to compulsory retirement insurance.

14. Other applicable regulations

14.1 This employment relationship is subject to the labor law provisions of the Universities Act (*Universitätsgesetz, UG*) 2002, and thus to the provisions of the Salaried Employees Act (*Angestelltengesetz, AngG*). With regard to working time, the provisions of § 110 of the Universities Act 2002 apply.

14.2 The collective legal arrangements applicable to this employment relationship are as follows:

- Collective Bargaining Agreement for University Staff
- WU operational agreements (*Betriebsvereinbarungen*)

They are available for viewing in their currently valid versions in the Personnel Office or online under www.wu.ac.at.

15. Other provisions

The Employee shall report any permanent or temporary changes in their personal data and/or residential or postal address to the Employer in writing and without delay. Service of documents by the Employer to the Employee's last known address is legally valid.

16. Form requirement

Amendments to this Employment Contract must be made in writing to take effect. Amendments made by the Employer can be made only by the Vice-Rector for Academic Programs and Student Affairs or by a person authorized in writing by the Vice-Rector for Academic Programs and Student Affairs. Any waiver of this written form requirement shall also be made in writing.

This contract has been prepared in German and English. In case of disputes and questions of interpretation arising from this contract, the German version shall prevail.

Vienna, ...

Vienna, ...

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Employee

On behalf of the Employer