



Collective Agreement
for Employees of
Interdisciplinary Transformation University (IT:U)

Section 1

Parties, preamble

This Collective Agreement is entered by and between the following parties:

- the Institute of Digital Sciences Austria under the name of Interdisciplinary Transformation University (hereinafter referred to as: IT:U), Altenberger Straße 66c, Science Park 4, OG 2, 4040 Linz, Austria, of the one part, and
- the Austrian Trade Union Federation (*Österreichischer Gewerkschaftsbund, ÖGB*), Union of Public Services (*Gewerkschaft Öffentlicher Dienst, GÖD*), Teinfaltstraße 7, 1010 Vienna, Austria, of the other part.

As a legal entity under public law, IT:U is entitled to enter into collective agreements for its employment relationships pursuant to section 7 of the Labour Constitution Act (*Arbeitsverfassungsgesetz, ArbVG*).

As IT:U's structural organisation is in the process of being developed, the parties agree to initially provide only a general collective agreement framework.

Section 2

Gender-neutral use of language

Where any expressions relating to persons are given hereunder, they refer to all gender identities. When such expressions are applied to a specific person, the form specific to that particular person is used.

Section 3

Duration and scope

(1) This Collective Agreement takes effect on 1 January 2026 and remains in force for an indefinite period.



(2) Either party may terminate the Collective Agreement in writing with three months' notice, with the termination taking effect on 31 December of any calendar year.

(3) The parties shall conduct negotiations to renew or amend the Collective Agreement during the notice period.

(4) This Collective Agreement applies as follows:

a) territorial scope: in the territory of the Republic of Austria;

b) material scope: to IT:U and any companies, foundations and associations established by IT:U, provided that IT:U holds a majority stake in them (unless otherwise required by the rules of funding organisations),

c) personal scope: to the employees and apprentices of IT:U except for the top management level of the IT:U organisational plan pursuant to section 8 para 2 subpara 2 of the Federal Act on the Institute of Digital Sciences Austria (*Bundesgesetz über das Institute of Digital Sciences Austria*), Federal Law Gazette I No. 43/2024 (President, Vice President, Managing Director, Directors).

Section 4

Employment relationships

All employment relationships (except for apprenticeship relationships) within the personal scope of this Collective Agreement are governed by the provisions of the Salaried Employees Act (*Angestelltengesetz, AngG*).

Section 5

Employment contract

Any employee must receive a written employment contract from IT:U without delay and in any event no later than upon commencement of work; the employment contract must in any case comply with the provisions of section 2 para 2 et seqq. of the Employment Contract Law Adaptation Act (*Arbeitsvertragsrechts-Anpassungsgesetz, AVRAG*).

Section 6

Working time

(1) The normal working time for full-time employees is 40 hours per week. Any work break(s) taken pursuant to section 11 para 1 of the Working Time Act (*Arbeitszeitgesetz, AZG*) is/are not considered working time and is/are not remunerated.



(2) The employee shall record the start and end times of work as well as any interruption of work in the form required by IT:U.

In the event of business trips, business errands or other work-related absences, the relevant start and end times of work must be recorded promptly upon return to the workplace if they cannot be entered right away.

(3) Pursuant to section 24 para 3 of the Federal Act on the Institute of Digital Sciences Austria, the obligation to keep records and provide information on hours worked pursuant to section 26 of the Working Time Act, Federal Law Gazette No. 461/1969, does not apply to employees specified in section 24 para 2 subpara 1 letters (a) and (b) of the Federal Act on the Institute of Digital Sciences Austria.

Section 7

Continued payment during periods of absence from work

Notwithstanding the provisions of section 8 of the Salaried Employees Act, employees are expected to take care of their personal matters outside of working hours wherever possible without neglecting their work duties. Provided that notice of the personal matters or events listed below is given and evidence thereof is provided to the employer, employees are entitled to continued payment of the pro-rata monthly salary as follows:

- If they get married or enter into a registered partnership:
3 working days within 14 days before or after the ceremony;
- If they attend the wedding or partnership registration ceremony of their child (grandchild) or sibling:
1 working day (i.e. the day of the ceremony);
- In the event of the death of their spouse, registered partner or life partner (if they lived in the same household):
3 working days within 1 month of the event, including the day of the funeral;
- If they attend the funeral of their spouse, registered partner or life partner (if they did not live in the same household); if they attend the funeral of their next of kin (grandparents, parents, children, grandchildren, siblings, parents-in-law):
1 working day (i.e. the day of the funeral);
- If their spouse, life partner or registered partner gives birth to a child:
2 working days from the day of the birth;
- If they relocate to another place (new primary place of residence):



2 working days per calendar year, to be taken within 14 days before or after registering the new residence.

Parents, grandparents, siblings and children (grandchildren) in the foregoing are defined to include not only family members related by blood, but also stepparents, stepsiblings and stepchildren, adoptive or foster children; parents-in-law also include the parents of the employee's registered partner.

If employees are absent from work for the purpose of attending a wedding, partnership registration ceremony or funeral, they are not entitled to any extra time off if the event takes place on a non-working day on which the employee is off duty anyway.

Section 8

Entitlement to annual leave

(1) The annual leave year corresponds to the calendar year.

In the calendar year of commencement of employment, employees are entitled to annual leave in the amount of one-twelfth for each month of employment or part thereof. If an employee is employed for an uninterrupted period of six months in any one calendar year, they are entitled to the entire annual recreational leave.

To the extent reasonably possible, the majority of the annual leave days must be taken in the year in which they accrue; any remaining leave entitlement must be taken no later than by the end of the subsequent year. When agreeing the days or periods when an employee will take annual recreational leave, any conflicting duties related to research and teaching must be taken into account; without prejudice to the foregoing, there is no general obligation to take time off only during non-teaching periods.

(2) If the employee or the employee's spouse or registered partner living in the same household is entitled to increased family allowance for one or more child(ren) with disabilities, they are entitled to one additional week of annual leave per leave year. Where this additional leave is not taken in the year of accrual, it expires at the end of that leave year.

(3) The number of leave days referred to in paras (1) to (4) is increased for employees who have been awarded the status of "eligible employees with disabilities" (*begünstigte Behinderte*) pursuant to section 14 para 1 or 2 of the Act on the Employment of People with Disabilities (*Behinderteneinstellungsgesetz, BEinstG*), Federal Law Gazette 22/1970, or who receive a pension due to a reduced capacity to work as a result of an accident at work or an occupational illness or a pension pursuant to the Armed Forces Compensation Act



(*Heeresentschädigungsgesetz, HEG*). The entitlement to leave is increased depending on the applicable percentage of disability or reduced capacity to work:

20% or more	by two working days
40% or more	by four working days
50% or more and for employees with total loss of vision	by five working days

Section 9

Special payments

(1) Every employee is entitled to two special payments per calendar year, each amounting to one monthly salary, to be paid with the monthly salary for May (annual leave bonus) and the monthly salary for November (Christmas remuneration).

When calculating the specific amount of the special payments, the following pay components must be used as the exclusive basis:

- a) the basic salary specified in the collective agreement or employment contract; and
- b) any lump-sum payment for overtime.

The following pay components are irrelevant for calculating the amount of the special payments:

- a) compensation to cover expenses;
- b) any other monthly lump-sum payments (including, without limitation, any amounts payable for work on Sundays and public holidays, night work);
- c) compensation for overtime and extra hours, regardless of whether such additional work is performed regularly or not;
- d) supplements related to the specific job or work activity and paid on a monthly basis;
- e) any other supplements;
- f) allowances for work on Sundays and public holidays, night work;
- g) payments under employee shareholding plans based on profits, sales or other performance indicators;
- h) remunerations in kind;
- i) one-off benefits or payments that are due periodically but not monthly (incentives, bonuses).



(2) For employees with “all-in agreements”, i.e. where a flat rate compensation for overtime is included in the monthly salary in excess of the minimum salary specified in the collective agreement, the total all-in salary is used as the basis for calculating the special payments.

(3) If the employee is not entitled to (full) remuneration for an entire calendar half-year, in particular if the employment relationship starts or ends on a date during a calendar half-year, the relevant special payment must be calculated on a pro-rata basis (usually 1/365 per calendar day and 1/366 per calendar day in leap years).

(4) If the employment relationship commences during the current calendar year, the special payments must be calculated on a pro-rata basis. For employees commencing work after 31 May, the pro-rata special payments (annual leave bonus) must be paid with the monthly salary for June, while for employees commencing work after 30 June, the pro-rata special payments (annual leave bonus) must be paid with the monthly salary for November. The pro-rata special payments (Christmas remuneration) for employees commencing work after 30 November must be paid with the monthly salary for December.

(5) If the employment relationship is terminated during the calendar year, the special payments must be paid on a pro-rata basis. Where the full annual leave bonus or Christmas remuneration has already been paid out, the portion attributable to the remaining part of the calendar year must be deducted from the final payment.

(6) The special payments must be reduced on a pro-rata basis for periods during which no monthly salary is due (e.g. compulsory military service or non-military community service, maternity benefit [*Wochengeld*], unpaid leave periods, sick leave without entitlement to continued remuneration from IT:U).

Section 10

Supplements for extra hours and overtime

(1) The remuneration for extra hours and overtime comprises the basic remuneration and the applicable supplement. The basic remuneration (without supplements) corresponds to 1/173 of the agreed full-time gross monthly salary. For employees working part-time, the divisor must be reduced accordingly or applied on the basis of a gross monthly salary payment for full-time work.

(2) The supplement for overtime is 50% of the basic remuneration for work performed during the day and 100% for work performed at night (10:00 p.m. to 6:00 a.m.). Where time off in lieu of payment has been agreed, employees are entitled to one and a half hours of time off



in lieu for each hour of overtime or extra hour worked during the day, and two hours of time off in lieu for each hour worked at night.

(3) For extra hours worked on Sundays and public holidays (regardless of whether during the day or at night), employees may choose, for the first eight hours worked, either two hours of time off in lieu for each hour of extra work (overtime) or the corresponding monetary compensation. For any time beyond the first eight hours, the employee is entitled to three hours of time off in lieu for each hour of extra work (overtime) or the corresponding monetary compensation.

(4) Employees with all-in agreements are not entitled to additional compensation for overtime or extra hours to the extent that they are covered by the all-in salary.

(5) Any extra hours worked in part-time employment relationships are governed by the applicable statutory provisions (section 19d of the Working Time Act). However, where part-time employees are directed by IT:U to perform work for which full-time employees are entitled to supplements in accordance with para (2), they are entitled to these supplements too.

Section 11

On-call duty

(1) Compensation must be paid for on-call duty hours as follows:

1. For every on-call duty hour between 6 a.m. and 10 p.m. on Monday to Saturday: 0.15%
2. For every on-call duty hour between 10 p.m. and 6 a.m. on Monday to Saturday: 0.20%
3. For every on-call duty hour of the first eight on-call duty hours on Sundays and public holidays: 0.20%
4. For every on-call duty hour after the first eight on-call duty hours on Sundays and public holidays: 0.25%

of the gross monthly remuneration.

(2) Payment of compensation for on-call duty hours must be made no later than with the salary for the second month following the performance of on-call duty.

(3) If the employee is not merely on call but actually required to perform work while on call as specified in para (1), this working time must be compensated as overtime or extra work hours.

Section 12

Business trips



- (1) A business trip means that an employee must temporarily leave their place of work on behalf of IT:U in order to perform their work at another location.
- (2) For the additional effort or expense incurred during a business trip, the employee is entitled to compensation in accordance with the applicable IT:U Business Travel Policy.
- (3) Working time during a business trip starts upon leaving the place of residence or upon leaving IT:U, as the case may be, and ends upon arrival at the place of residence or upon arrival at IT:U.
- (4) Employees are allowed to work during business trips in accordance with the Working Time Act and the Rest Periods Act (*Arbeitsruhegesetz, ARG*). Such working hours must be recorded in the time tracking system.
- (5) If, however, an employee does not work while travelling, this is considered passive business travel time pursuant to section 20b para 1 of the Working Time Act. Passive business travel time may add up to exceed the statutory maximum working hours. The daily rest period is allowed to be reduced in such a situation to a minimum of 8 hours, but no more than two times per calendar week. If the employee starts work on the next working day later than scheduled due to the required rest period, the time between the scheduled and actual start of work must be counted as working time.
- (6) If it occurs within the bandwidth period under a flextime arrangement, passive business travel time is recorded in the flextime account (as credit hours) up to and including the 12th hour. Any other passive business travel time is settled and paid at half the hourly rate (plus the applicable supplements), unless compensation for such time is already included in the agreed remuneration (such as in the case of an all-in agreement).
- (7) Subsistence allowances
 - a) Daily allowance for trips in Austria:

Employees are entitled to daily allowance for business trips of more than 3 hours. These daily allowances are paid out to employees as stipulated in section 26 of the Income Tax Act (*Einkommensteuergesetz, EStG*), Federal Law Gazette No. 400/1988.
 - b) Accommodation allowance for trips in Austria:

Employees may claim the costs actually incurred for accommodation in Austria, including breakfast, by submitting the relevant invoices and receipts. If no receipt is submitted to the employer, the statutory rate per night applies.
 - c) Daily and accommodation allowances for trips abroad:

Employees are entitled to daily allowance for business trips abroad from the time of crossing the border when leaving Austria to the time of crossing the border when entering



Austria. In the event of cross-border air travel, the stay abroad begins with the departure from and ends with the arrival at the Austrian airport.

If the business trip is both a domestic and international business trip, the daily allowance for trips in Austria is to be applied to the total business travel time minus the business travel time covered by the rates applicable for trips abroad. If a stay abroad is less than three hours, but the total business travel time (in Austria and abroad) is more than three hours, employees are entitled to the daily allowance for trips in Austria for the total duration of the business trip.

The daily and accommodation allowances must not exceed the maximum rate applicable to federal employees (currently governed by the Ordinance of the Federal Government on Business Travel Allowances for Work Abroad [*Verordnung der Bundesregierung über die Festsetzung der Reisezulagen für Dienstverrichtungen im Ausland*], Federal Law Gazette II No. 434/2001).

As regards the costs of accommodation abroad, employees are free to choose whether they want to be paid the actual accommodation costs (including breakfast) or the flat-rate accommodation allowance listed for the country of destination.

Section 13

Assertion of claims

- (1) Any claims arising from the employment relationship must be asserted by the employees against IT:U in writing within nine months of falling due, failing which such claims will be forfeited, unless longer periods of forfeiture are prescribed by law.
- (2) If claims are asserted in due time, the statutory periods of limitation and forfeiture remain unaffected.
- (3) The same applies to IT:U's claims against employees arising from the employment relationship.

Section 14

Indexation of remuneration

- (1) For PhD students, the monthly remuneration agreed in the employment contract increases in accordance with the employee cost rate for “doctoral students” as published by the Austrian Science Fund (*Österreichischer Wissenschaftsfonds, FWF*) from the month following publication.



(2) For all other employees, the monthly remuneration agreed in the employment contract increases as of 1 January of any given year to the same extent as the salaries governed by the collective agreement of the universities under the Universities Act (*Universitätsgesetz, UG*) are increased for the relevant calendar year.

Linz, 9 October 2025

[signature]

Stefanie Lindstaedt, Founding President

ON BEHALF OF INTERDISCIPLINARY TRANSFORMATION UNIVERSITY (IT:U)

[signature]

Eckehard Quin, Chairman

ON BEHALF OF THE UNION OF PUBLIC SERVICES (GÖD)