

Good Work at Karlsruhe Institute of Technology (KIT)

Good work, including adequate and reliable work conditions, safe workplaces, and plannable career paths, are of fundamental importance to KIT. The budget for the university sector provided by the State of Baden-Württemberg and the basic funding for the large-scale research sector provided by the Federation represent important and solid foundations in this respect. In addition, third-party funds acquired by KIT's scientists in the amount of more than 40% of the total budget of KIT are needed to finance and establish jobs at KIT. With state and basic funds, permanent workplaces can be created and careers can be planned. The legal requirements to conclude fixed-term employment contracts, which are outlined in the Science Part-time Employment Act and in the Part-time and Fixed-term Employment Act, are complied with responsibly and carefully by KIT.

KIT wishes to significantly reduce employment contracts of less than two years' and especially of less than one year' duration. Another goal is to have no fixed-term employment relationships spanning more than twelve years (maximum given in the Science Part-time Employment Act for further qualification) for scientific/academic employees and six years for non-scientific staff, respectively.

The Executive Board and Staff Council have therefore concluded a service agreement on appraisal interviews. This service agreement can be accessed on the intranet by all staff members (both superiors and employees). Appraisal interviews give superiors and their staff the opportunity to speak about the professional development and career and to agree on the corresponding targets. In case of fixed-term employment contracts, the appraisal interview should take place half a year before the expiry of the contract, and the superior and employee should talk about whether the contract will end, a follow-up contract will be concluded, or the contract will be made permanent.

The Executive Board, KIT Senate, and Staff Council of KIT have committed to the following principles:

I. Basic Provisions of All Employment Contracts of KIT

1. Fixed-term employment contracts should not be concluded for a period of less than two years. Exceptions must be justified. Exceptions may be due to the following reasons and should be used very restrictively in employment contracts of less than one year' duration:

- The employee wishes a shorter contract term, because she/he can prove to start another employment within a foreseeable time (bridging function of the employment contract),
 - the doctorate will be completed by that time,
 - the employee's work on a project is required for a shorter term only,
 - third-party funding is available for a shorter term only,
 - third-party funding has been applied for, but not yet approved and no state or basic funding is available (bridge funding),
 - an employee must be replaced for a shorter term only (e.g. during an illness, maternal leave, or parental leave),
 - mandatory employment following vocational training (including studies at a cooperative state university) at KIT.
2. Duration of a contract financed from funds of third parties shall correspond to the duration of the related project or partial project for which the work is needed. Exceptions must be justified. Exceptions may be made for the reasons given in Section 1, if applicable.
 3. Contracts to replace employees shall be concluded for the complete duration of the absence. Exceptions must be justified. Exceptions may be made for the reasons given in Section 1, if applicable.
 4. By way of exception, permanent employment relationships may also be based on third-party funding, if the respective institute can prove that it has acquired third-party funding over longer terms, if the employment relationship can be financed from state or basic funds in case third-party funds are lost or not acquired, and if the responsible Division Head gives a deficiency guarantee.
 5. The respective organizational units will be informed by PSE six months prior to the expiry of the contracts. In any case, an extension of the contract or start of the EVA procedure shall be applied for in due time, such that follow-up contracts can be concluded three months prior to the expiry of the contract and the employee does not have to report unemployed with the labor agency. A delayed report to the labor agency may result in later payment of unemployment benefit. Delayed application for an extension of the contract may be due to the following reasons:
 - The employee wishes the contract to be extended for a short term only,
 - the official approval of funding has not yet been received.
 6. In case of the same performance, qualification, and competence, fixed-term employees of KIT shall be preferred when filling permanent posts.

II. Young Scientists

1. As a rule, scientific/academic employees shall be offered to start a doctorate parallel to work under their first employment contract directly after obtaining their master's or diploma degree.
2. At the time of conclusion of the doctoral agreement, KIT wishes to also conclude an employment contract for three years. A first, shorter employment contract of usually one year' duration may be concluded directly after the master's or diploma degree, but prior to the doctoral agreement, when it still remains to be specified whether a doctorate shall be started and which subject it will deal with. Upon expiry of the one-year contract at the latest, shall it be clear, whether a doctoral agreement will be concluded or not.
3. The postdoc phase should not be longer than three years after the doctorate. Times of a postdoc phase at other universities will not be considered. Times spent as a postdoc at other universities, however, are counted when the maximum employment duration specified in the Science Part-time Employment Act is concerned.
4. After this period of three years at the latest will a staff plan be presented, based on which the employee will start work outside of the KIT, a junior professorship, work as a head of a junior research group, habilitation, project-related work, or permanent employment with KIT. This plan must be discussed with the scientific/academic employee and presented to PSE when applying for an extension of the contract.
5. In the qualification phase, fixed-term employment relationships shall be offered if possible according to Article 2, par. 1, of the Science Part-time Employment Act, also if they are funded from third-party funds and provided that the maximum limit is not exceeded prior to or after the first qualification phase. This is to consider family-related aspects, as the employment relationship may be extended according to Article 2, par. 5 of the Science Part-time Employment Act.

III. Non-scientific Staff

As regards non-scientific staff, posts with permanent tasks will usually be offered and filled permanently. Posts financed from basic funds at business units shall also be filled permanently. Exceptions must be justified. Exceptions may be due to the following reasons:

- Replacement contracts,
- upcoming structural changes of the organizational unit, which may also affect the respective post,

- another foreseeable change of staff, as a rule within three years, which may affect this post (e.g. leave of the head of institute, professor, or executive scientist),
- premature filling of a post that is not yet free.

An employment contract for a fixed term without an objective reason according to Article 14, par. 2 of the Part-time and Fixed-term Employment Act may be concluded in the following justified cases:

- Replacement contracts, if the employment duration is longer than the presumable replacement period,
- upcoming structural changes of the organizational unit, e.g. due to POF, which may affect the respective post,
- another foreseeable change of staff, as a rule within three years, which may affect this post (e.g. leave of the head of institute, professor, or executive scientist),
- financing from state funds that are available for a fixed term only and are not part of the basic funding (development program 2012, 2016, fluctuation funds),
- mixed financing.

After four years at the latest (not including the times spent as a trainee, student of a cooperative state university, or mandatory employment for three months after vocational training) must a staff plan be available before a follow-up contract is concluded. It has to be discussed with the employee and presented to PSE when applying for a contract extension.

IV. Transition Regulations

1. In cases, in which
 - a) scientific/academic staff members have a fixed-term employment contract with a duration of more than ten years or have not been conferred any doctoral degree after a contract of six years' duration or several fixed-term contracts or
 - b) non-scientific employees have a fixed-term employment contract (not including the times spent as a trainee or cooperative state university student and the mandatory employment for three months) of more than six years' duration,
 further extension of the contract must be discussed with the employee before it is applied for with PSE, with the reasons indicated as outlined above. PSE will then comment this application and forward it to the Division Head. PSE must also be informed about the concrete staff plan

discussed with the respective employee. This includes an agreement with the respective employee on the fact that

- this last fixed-term employment contract will be followed by a permanent contract resulting from the EVA procedure or that
 - this is the last fixed-term employment contract and the employee will be supported by his/her superior in finding a job outside of KIT.
2. In the above cases of a long employment under a single or several fixed-term contracts, the heads of the institutes and divisions and the Executive Board will try to find adequate solutions within the EVA procedure taking into account social aspects and all previous fixed-term employment contracts.

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(Signature)

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