



END THIS FIXED-TERM CRAZE!

VER.DI IS CALLING FOR RADICAL REFORM OF THE ACADEMIC FIXED-TERM CONTRACTS ACT (WISSZEITVG)

Permanent employment contracts are the norm, and fixed-term contracts require objective justification: This is a basic principle of European labour law and should also apply to academic posts in Germany. With this in mind, ver.di has formulated the following demands related to the amendment of the Academic Fixed-Term Contracts Act (WissZeitVG) announced by the German Federal Government. The principle of permanent positions for permanent tasks should also apply to the academic sector.

There is an urgent need for action: The latest Federal Report on the situation of young academics indicates that the proportion of this group (non-professorial, main-occupation academic or artistic staff under the age of 45) on fixed-term contracts was 92 per cent in 2018 – revealing no significant change compared with the period prior to the 2016 amendment of the WissZeitVG (2015: 93 per cent). An evaluation of the WissZeitVG published in May 2022 identified the average contract duration as being 20 months – too short to achieve a doctorate or postdoctoral qualification or similar, and also too short for completing a typical research project.

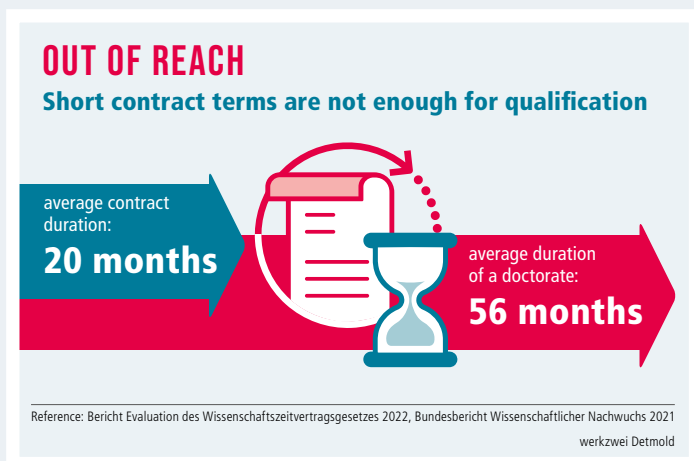
The figures speak for themselves: The 2016 amendment of the WissZeitVG, which was intended to reduce the proportion of fixed-term contracts and introduce more appropriate contract durations, has been a failure. The upcoming new amendment should be judged in terms of its success in finally ending the catastrophic proliferation of fixed-term contracts that is currently creating so much insecurity.

Promoting – not hindering – doctoral qualification: binding minimum duration with scope for extension

A considerable number of academics have to complete their doctorate while unemployed or in a wide range of different part-time occupations. A combination of financial worries, uncertainty and the need to organize new employment contracts causes unnecessary delays in obtaining doctoral qualifications and makes the task of completing them successfully all the harder. Conclusion of an employment contract with “achievement of a doctorate” as the clearly recognized aim must therefore be linked to binding standards.

The approach taken by the 2016 WissZeitVG amendment of calling for an ‘appropriate’ duration for fixed-term contracts for the purpose of gaining academic qualifications, without any specific definition of the latter, has clearly failed. The Federal Labour Court concluded in 2022 that on this basis any activity that enhances academic competence should be classified as a form of qualification process and therefore virtually any contract duration is justified. Such a meaningless legal text must urgently be replaced with a consistent new version that unambiguously defines the achievement of a doctorate as the goal and does not allow any additional qualification goals.

Doctoral contracts should specify a binding minimum duration that ensures that the doctorate can actually be regularly completed. Given the current average of between four and five years for such completion, the idea of a three year duration is clearly inadequate. Moreover there should be scope for doctoral contracts to be extended. The standard duration – or, if applicable, extension – of a contract can also be used to enable an additional orientation phase to take place after the doctorate has been completed.



The common practice of offering part time contracts on the assumption that doctoral candidates will also work during their free time, is neither fair nor appropriate. Anyone who works full-time must also receive a full salary. Full-time employment must

become the norm. If this cannot be achieved in one step, then three-quarter posts must become the minimum standard in the short term. For individuals employed as doctoral candidates, at least 50 per cent of their working time must be available for the purpose of enhancing their own qualifications.

Family benefits and compensation in the case of chronic illness must be reformulated as legal entitlements (see also section on contract extensions).

The standards formulated for the employment of doctoral researchers must also apply irrespective of whether they are financed from the in-house budget or from third-party funds (see also section on fixed-term contracts with third-party funding).

Reliable prospects for academics with doctorates: no fixed-term contracts for postdocs

Unlike the process of gaining a doctorate, which qualifies an individual for working within or outside the academic sector and has a clearly-defined aim, the work of academics with a doctorate (postdocs) can no longer be meaningfully described as employment for qualification purposes. They are employed with a view to taking on universities’ and research institutes’ tasks related to research, teaching and academic management. In doing so, they naturally also develop their own skills by gaining professional experience and undergoing further training that may qualify them to take on new tasks and responsibilities. But this in itself does not justify a fixed-term contract.

For this reason, budgeted posts for academics with doctorates must become permanent. Or at least there should be a clear prospect of a permanent post in the form of a binding agreement on the criteria that have to be met. For academics preparing for a post-doctoral qualification or otherwise working towards eligibility for a professorship, at least 50 per cent of working time must be available for purposes of enhancing their personal qualifications.

Shortening the maximum fixed-term limit, on the other hand, would be unlikely to improve the situation for post-docs: As long as binding standards do not ensure that universities and research institutions offer more attractive positions, this would only serve to increase the pressure on young academics. The introduction of a maximum fixed-term framework in 2002 was already linked to the declared aim of creating greater predictability for career paths, but in no way halted the trend towards further increases in the rate of fixed-term employment.

More permanent employment contracts would also improve the quality of academic work: As the Alternative Evaluation of the

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WissZeitVG, initiated by the Network for Good Work in Academia and supported by ver.di, shows, fixed-term employees are much more likely than those on permanent contracts to be reluctant to voice justified criticism in the academic field out of concern for their own position. Critical scrutiny of research is, however, a vital element in academia. Furthermore, greater continuity and plannability provide an important basis for systematic improvement of teaching quality. Nowadays, most teaching is no longer carried out by professors, but by staff with fixed-term contracts. Reform of legislation on the duration of employment contracts must create effective guidelines for changing staffing structures in the academic sector.

Adapting fixed-term contracts with third-party funding to the standards of normal labour legislation

Standard labour law offers a wide range of options for situations where particular activities are genuinely only required on a temporary basis. In addition to cover for illness or parental leave, they can include temporary staff requirements for specific project work. Limiting the duration of an employment contract presupposes that it is possible to predict the termination date of a project and the end of any need for the specific work input involved - and assumes that the duration of the fixed term corresponds to this prediction. This principle should also be applied to academic projects based on third-party funding. Where research projects are concerned there is no need for any special facilitation of fixed-term contracts over and above the provisions of standard labour legislation.

For individuals employed on a fixed-term basis as doctoral candidates, the rules on qualification time limits should be applied in all cases. This is the only way to ensure that the contractual conditions for all doctoral researchers actually correspond to the objective, i.e. that an appropriate term is chosen and that contracts are extended under certain conditions (see following section). This should apply regardless of the reference of funding from which doctoral researchers are paid.

Making contract extensions reliable and effective for all employees undergoing skills training

The evaluation of the WissZeitVG commissioned by the Federal Ministry of Education demonstrated that extensions of the maximum fixed-term period due to childcare duties or disability/serious chronic illness (§ 2 paragraph 1 sentences 4-6 WissZeitVG) make it possible to renew contracts, but this has so far hardly been used

in practice. Therefore, to actually improve the balance between family life and the pursuit of academic qualifications, family benefits and compensation for disability or serious chronic illness must be redesigned as binding legal entitlements for employees.

This right to contract renewal must be equally open to all academics during the qualification phase - irrespective of whether they are financed from the in-house budget or from third-party funds. If upgrading of qualifications is to be possible within the framework of third-party funded projects, then here, too, contractual conditions must be guaranteed that enable and promote successful completion.

With this in mind, extension entitlements due to parental leave, release from duties in order to work on the staff council, to represent severely disabled persons, to operate as a women's and equal opportunity representative, or due to long-term illness – as well as certain types of leave of absence (Section 2 (5) WissZeitVG) – must be equally accessible to all employees going through the qualification stage.

Making student employment both fair and secure

Section 6 of the 2016 amendment of the WissZeitVG introduced a separate regulation on fixed-term contracts for students employed in academic-related activities. An evaluation of the law also confirms that student employment at universities is characterized by extreme short-termism, with contracts averaging a mere three to six months. This is despite the fact that the academic or artistic support activities covered by the WissZeitVG, such as tutorials or supporting activities in specialist areas, do not just occur on a one-off or short-term basis, but rather are ongoing.

At the same time, student activities in research and teaching are in many cases conditional on being carried out by individuals who are active students, for example in order to facilitate peer-to-peer learning in tutorials or to support the achievement of study objectives through practical scientific or experimental work. Even if one sees this as a justification for the temporary employment of this group, the prevailing practice neither meets the students' need for predictable financing prospects in their studies nor for a quality education. There is therefore an urgent need – as in the case of full-time academic employees – for binding legal regulations to ensure that student employment is fair and secure. As a minimum requirement, contract periods should be offered that span longer study phases and make these easier to plan.

Enable free collective bargaining

It must be possible to use a collective agreement to keep fixed-term employment contracts at a reasonable level. The ban on collective bargaining in the WissZeitVG deprives academic employees of the fundamental right to join forces to shape a defining aspect of their working conditions and improve it through collective agreements. Such a restriction imposed by labour law is unprecedented and unacceptable. The limited escape clause for individual disciplines does not provide a sufficient basis for free negotiations. The collective bargaining ban must be scrapped without replacement. This would also represent a step towards the Federal Government's goal of strengthening collective bargaining autonomy, as set out in the coalition agreement.

Reducing the prevalence of fixed-term contracts in technology, administration and services

In the academic support sector, too, universities and research institutions make significantly more use of fixed-term contracts than in other sectors. Almost a quarter of the staff in administration, technology and services only have temporary contracts. In some cases the use of this scope can be excessive. Frequently every possible reason (sometimes contrived) is used to limit the duration of employment contracts.

Denying employees access to predictable career paths for no objective reason is unfair. Fixed-term employment in the academic support sector must therefore remain on the agenda – even if it has no longer been covered by the special fixed-term employment legislation since the 2016 amendment to the WissZeitVG. The possibility of unjustified fixed-term contracts must be removed from the Part-Time and Fixed-term Contract Act. In the academic support sector, too, fixed-term contracts must be kept to a minimum.

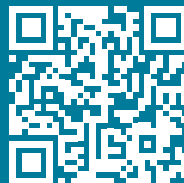
This position paper was adopted by the ver.di National Executive Committee on Health, Social Services, Education and Science on 14 October 2022.

PERMANENT POSITIONS IN SCIENCE – IS THAT EVEN POSSIBLE?

Our fact check on arguments against permanent contracts is available at:

t1p.de/fact-check-contracts

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