



# **COLLECTIVE AGREEMENT**

for

## **Football Players in the Austrian Football League**

Effective date 1 July 2022

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# COLLECTIVE AGREEMENT

entered into by and between the Austrian Football League (Österreichische Fußball-Bundesliga, herein referred to as 'ÖFBL'), 1130 Vienna, Rotenberggasse 1, in connection with the fulfilment of its tasks based on §3 (2) of the Statutes of the ÖFBL, as amended from time to time, on behalf of its associated full and simple members (herein referred to as 'Club')

and

the Austrian Trade Union Federation (ÖGB), the Union of Municipal Employees, Art, Media, Sport and Freelance Workers (younion), on behalf of the Specialist Group of Football Players (Fachgruppe Vereinigung der Fußballer), 1090 Vienna, Maria Theresienstraße 11 (herein referred to as 'Union') as follows:

## § 1. Scope of Application

This Collective Agreement aims to govern the employment relationship between football players and clubs and applies

- 1.) geographically to the entire territory of the Republic of Austria.
- 2.) personally to all clubs active in the competitions of the ÖFBL (both full and simple members and any associated companies thereof) on the one hand and to all players employed at these clubs in the competitions of the ÖFBL on the other hand.
- 3.) professionally to the sport of football overall.

## § 2. Equal Treatment

All references made to persons are to be understood as referring to both sexes.

### **§ 3. Term**

- 1.) This Collective Agreement shall enter into force on the day following announcement (§11 of the Federal Act on the Labour Constitution and freedom of association or ArbVG).
- 2.) This Collective Agreement shall be concluded for an indefinite period. This Collective Agreement can be terminated wholly or in part by either party hereto by 30 June of each calendar year in writing by registered letter. The terminated provisions shall in this case cease to be effective upon expiry of the next following collective agreement period (31 May of the following year). In the event of termination, the contracting parties undertake to engage in negotiations within no more than 4 weeks of the announcement of the termination, with a view to renewing or amending the contract provisions affected by the termination and securing continuity of the Collective Agreement.
- 3.) This Collective Agreement shall enter into force as per 1 July 2022.

### **§ 4. Displaying the Collective Agreement as a Poster or Notice**

- 1.) The clubs shall display this Collective Agreement within three days at the latest after its publication at a place that is regularly accessible to all players (for example in the dressing room) and draw attention to it in a club announcement.
- 2.) The clubs shall moreover be obliged to hand this Collective Agreement to each and every player at the time an employment contract is first established.

## **§ 5. Legal Effects of the Collective Agreement**

- 1.) The provisions of this Collective Agreement shall apply, as long as the respective club is a member of the ÖFBL, to all employment relationships of the players covered by the personal scope hereof, even if the employment contract concerned has not been concluded in writing or not using the sample contract drawn up jointly by the ÖFBL and the Union (§11 (1) of the Labour Constitution Act).
- 2.) The provisions of this Collective Agreement shall be deemed minimum conditions, the content of which may be neither rescinded nor restricted by individual agreements between the clubs and the players or by company agreements (§3 of the Labour Constitution Act).
- 3.) Any agreements concluded by a club with one or several players shall be effective in so far as they are more advantageous to the player than the provision under the Collective Agreement (§3 of the Labour Constitution Act).

## **§ 6. Employment Contracts (Player Contracts)**

- 1.) Any and all employment contracts (player contracts) shall be concluded in writing, with the use of the sample contract drawn up jointly by the ÖFBL and the Union being recommended.
- 2.) It shall be permissible for multiple fixed-term employment contracts (player contracts) to run consecutively.
- 3.) In the event of a loan of a player by mutual consent in the sense of the regulations applicable to clubs and players affiliated with the Austrian Football Association, the employment relationship with the lending/releasing club shall be interrupted if a related written agreement is concluded between the club and the player. In the absence of such an agreement, the entire period of the loan shall be deemed to have been spent with the lending club unless a more favourable provision is agreed for the player. This shall not apply to any entitlements to severance payments to be made as part of employment relationships coming under the Corporate Provision Funds Act (Mitarbeitervorsorgegesetz or BMVG).
- 4.) The granting of rights that influence the legal relationship by unilateral declaration related to the duration of employment relationships (so-called options) shall be permissible on the following conditions:
  - a.) The duration of the period of the option is not longer than the duration of the basic contract.
  - b.) The duration of the basic contract is not longer than 2 seasons.
  - c.) The period of the option is not more than 1 season ("1+1", "1.5 + 1" or "2+1").
  - d.) As part of an uninterrupted employment relationship (in this connection, loans of players are not considered as an interruption for the lending club), it shall only be permissible to agree on one option once with a club for each player.
  - e.) The option shall be exercised within 6 weeks before expiry of the basic contract at the latest.

- f.) The basic contract shall specify appropriate compensation in the form of a related increase of the remuneration or other equivalent improvements taking into account the age, the previous professional experience and the extent of employment of the player as well as the special circumstances of the individual case. For the assessment of appropriateness, the time of the conclusion of the basic contract shall be decisive.

It shall be deemed as agreed upon that the basic contract is concluded for 1 season if it enters into force by the end of the summer transfer season and is concluded at least until the following 31 May. The same shall apply to a basic contract which enters into force by the end of the winter transfer season and is concluded at least until the following 31 December.

In case of part-time employment relationships, the granting of an option shall be permissible on the above-mentioned conditions only if, together with the exercising of the option – independent of consideration of appropriateness in the individual case according to f.) –, at least the minimum wage of a full-time employment relationship applicable for the period of the option is agreed upon.

- 5.) Employment contracts shall, without exception, specify all remunerations that have been agreed. Any remuneration that is not expressly stated in the employment contract shall be deemed as not agreed. In case of a computation period of 52 weeks (1 June until 31 May, in case of a shorter contract period this period shall be considered the computation period), the monthly remuneration and special payments shall be no less than an average amount of EUR 1,600.00 gross from 1 July 2022, EUR 1,650 from 1 July 2024, and EUR 1,700 from 1 July 2025 per payment. This minimum payment therefore includes, in addition to the monthly earnings (fixed salary), also the variable elements of the remuneration (performance bonuses) and all benefits in kind. This provision on minimum pay shall apply accordingly on a pro rata basis in case of a shortened work obligation (part-time employment within the meaning of §10(3)).
- 6.) If the club grants the player the possibility in writing to attend a training programme until the end of his authorisation as a youth player, this establishes the legal presumption that, until the player has played the 5<sup>th</sup> match in the highest division or the 10<sup>th</sup> match in the second highest division respectively, only 30% of his work in this case is rated as work performance (this means to the benefit of another party). The provision on minimum pay shall apply accordingly on a pro rata basis. Every match is counted from the first minute the player started to play in a match on the field. Any mention in the match report shall be rated as a half match of the respective division. Matches played for several clubs shall be added together (accumulated).

## **§ 7. Termination of Employment Contracts (Player Contracts) and the Legal Consequences thereof**

- 1.) Fixed-term employment contracts shall end by premature termination as defined by legal provisions or by passage of time without special notice of termination being required. Any notification by a player that he does not wish to continue the fixed-term employment contract on expiry shall not be deemed a notice of termination by the employee and shall not affect any entitlement to statutory severance pay. Employment contracts shall in particular be terminated:

- a.) by justified premature resignation by the player; the player shall in particular be entitled to resign prematurely if the employer is in arrears with payment of earnings due despite a reminder and a period of grace or violates the obligations hereunder if such violation is liable to be detrimental to the player's further career;
  - b.) by justified dismissal by the employer; the employer shall in particular be entitled to dismiss the player (premature termination of the employment contract) if the player, despite prior warning, persistently infringes his employment obligations set out herein, making it unreasonable for the employer to continue the employment relationship;
  - c.) by mutually agreed termination of the employment contract.
- 2.) In the event of a transfer of active football players, the club shall assert a claim for transfer compensation only if asserting the claim does not conflict with imperative provisions of the law. This claim shall also be provided in the rules of the football association concerned and alternatively one of the following conditions shall apply:
- a.) the employment relationship is terminated by mutual agreement with simultaneous agreement on the transfer compensation to be demanded by the employer from a new club;
  - b.) the employment relationship has been terminated by the club by way of justified dismissal or by way of unjustified premature resignation of the player, and the former player has concluded an employment contract with another club before expiry of the termination date originally agreed upon.
- 3.) The termination claims shall be governed by applicable legal provisions.

## **§ 8. Obligations of the Employees (Players)**

Every player shall unreservedly devote all his efforts and his sporting ability to the club, shall do everything to maintain and improve these, and shall refrain from doing anything that could be detrimental for his performance in general and especially before and during club events. In particular he shall be obliged to

- a.) participate in all of the club's matches and training courses, in all training sessions – whether they have been generally provided or instructed in a special case –, in all player meetings and other events forming part of the preparations for games and competitions. This shall also apply if participation as a player or substitute is not considered;
- b.) engage in no other activity (whether remunerated or not) that is liable to hinder him from fully and duly fulfilling his obligations towards the club and in no sport which, based on experience, may jeopardise his ability to play for the club;
- c.) refrain from engaging in any other activity (whether remunerated or not, this also includes representative and advertising appearances) that is liable to compromise fulfilment of his employment obligations or to compete with the club's economic interests (sponsorship agreements) without the club's prior written consent;

- d.) inform the club about any individually concluded equipment contract immediately upon conclusion and disclose this contract without further request;
- e.) carefully use and maintain any work material and equipment made available by the club;
- f.) promptly consult the doctor nominated by the club for suitable treatment in the event of an injury or illness which has an effect on his fulfilling his employment obligations;
- g.) undergo any and all reasonable sports medicine and sports therapy treatments ordered by persons appointed by the club. The player shall ensure that the club is informed about any and all treatment outcomes and diagnoses if these are important for the fulfilment of his employment obligations;
- h.) undertake trips at home and abroad, for which the club may also specify the mode of transport to be used;
- i.) participate in all club games and training courses and other club or team appearances for public relations purposes for the club (in particular on television, radio and in the press) and, on these occasions, wear the sports kit provided by the club (club suits, travel clothing, playing kit, trainers, boots and all other clothing and items of equipment) on request. The player shall not be obliged to participate in events that are offensive to human dignity;
- j.) prepare conscientiously for all the club's sporting events, in particular comply with the instructions regarding sporting lifestyle given by the persons appointed to exercise the employer's rights. The prohibition of excessive alcohol or nicotine consumption and of taking drugs and/or doping substances is permissible as is gathering the squad for a training course or a training camp (residential) that is advisable from a sporting point of view;
- k.) inform himself of the applicable doping provisions and comply with them on his own responsibility;
- l.) maintain sporting fairness in respect of all persons engaged in games and training, especially comply with the decisions of all match officials;
- m.) be aware of his role model function, especially for young people, and behave accordingly in public;
- n.) refrain from damaging his employer's or supervisors' reputation in public e.g. in interviews in the media;
- o.) inform the club of any significant personal aspects which are relevant to the employment relationship and could affect the employment relationship (e.g. military service, health impairments, etc.) both at the time of contract initiation and in the course of the existing employment relationship;

- p.) the player may also be deployed in the amateur team for reasons of rehabilitation or for other sport-related reasons;
- q.) not engage either directly or indirectly in sports betting in connection with any and all matches of the competition in which the club takes part.

The club and the player may agree on further obligations in individual contracts, to the extent this is permissible by law, or agree on more specific provisions, especially regarding the areas of marketing, sponsorship obligations, public performance and appearances in connection with the club concerned, etc. Individual personal rights of the player that are open to commercial exploitation as part of the employment contract can be transferred to the clubs by individual contract (e.g. exploiting photographs of the player).

## **§ 9. Obligations of the Employers (Clubs)**

In the absence of more favourable provisions for the player agreed in individual contracts, each and every club shall:

- a.) provide the employees free of charge with all equipment necessary to perform their contractual obligations such as sports clothing (match kit and match clothing, trainers and boots, gloves, club suits, travel clothing and all other clothing and items of equipment to the appropriate extent) which is selected by the club. Otherwise the club shall be obliged to pay appropriate financial compensation unless the player has concluded an individual equipment contract covering these equipment items;
- b.) provide each individual player with the appropriate conditions for maintaining and promoting his sports capability, in particular provide the player with the possibilities of training and preparation for competitions in line with his performance level; players shall be entitled to participate in team training during the term of the contract;
- c.) provide an annual health check-up and, in the event of injury or illness, provide adequate medical treatment according to recognised sports medicine and sports therapy principles;
- d.) refrain from and prohibit any and all public statements (particularly on television, radio and in the press) which are within his sphere of influence and might affect or jeopardise the standing and future sporting career of the player;
- e.) inform each and every player of any obligations and duties arising for him from sponsorship and equipment contracts, otherwise these obligations shall not be binding.

## **§ 10. Working Hours**

- 1.) Regular working hours shall in principle be 40 hours a week. Weekly working hours shall be the working hours in the period from Monday up to and including Sunday.
- 2.) Full working hours shall cover any and all competitive matches in national and international competitions, friendly games and test matches, travel times, training sessions, training camps as well as marketing and representation activities for the club and its sponsors and/or partners.
- 3.) Where a shortened work obligation (part-time employment) leads to pro-rated minimum wages, part-time employment shall be agreed on in writing and, in case of a shortening below 50% of regular working hours, part-time employment needs to be justified plausibly and factually.
- 4.) In individual weeks of a computation period of 52 weeks (1 June until 31 May), regular working hours may be up to 48 hours provided that, within this period, they do not exceed an average of 40 hours a week.

## **§ 11. Annual Leave**

- 1.) The provisions of the Act on Annual Leaves (Urlaubsgesetz), Federal Gazette 1976/390 as amended, shall apply.
- 2.) Based on sporting requirements, the annual leave shall be only during times when there is no training and in the Austrian Football League off-season, with consumption of annual leave also permitted on a day basis.

## **§ 12. Remuneration and Special Payment**

- 1.) Depending on contractual agreements, the players shall be entitled either to a gross lump-sum salary or a gross salary made up of a fixed salary and bonuses.
- 2.) The remuneration shall be due on the 10<sup>th</sup> of the following month if the bonuses are paid at the same time as the salary or on the 5<sup>th</sup> if the bonuses are not paid. If any components of the remuneration cannot be determined and/or settled in the course of normal business by the due date, this remuneration shall become due on the last day of the following month at the latest. In the case of delay in payment, premature resignation shall be justified only if a reasonable period of grace has been set.
- 3.) There shall be entitlement to two special payments (holiday allowance and Christmas allowance) amounting to 100% of the monthly fixed salary in each case. The Christmas allowance shall be due with the November salary of each calendar year, the holiday allowance upon commencement of the annual leave but no later than on 31 July of each year. If the employment relationship is terminated, for whatever reason, before these claims become due, they shall be due to the departing player on a pro rata basis, i.e. the amount shall correspond to the ratio between the calendar year and the time served in that year.

- 4.) The player shall be handed over a payslip every month.
- 5.) Any retirement and old-age pension provision agreed freely shall, in case of doubt, be deemed as included in the contractually agreed salary.

### **§ 13. Continued Payment of Remuneration**

- 1.) The legal provisions shall apply.
- 2.) According to the legal provisions, especially those of the Act on Continued Payment of Remuneration (Entgeltfortzahlungsgesetz or EFZG), the employer shall continue to pay remuneration for example depending on the player's length of service:
  - a.) in the event of illness or a non-work-related accident for a maximum of six weeks in full and for another four weeks the half amount;
  - b.) in the event of a work-related accident (such as injury during training or in a competition) or an occupational illness for a maximum of eight weeks in full.

The obligation to continue payment of remuneration shall only cover the fixed salary and ongoing bonuses from championship matches (excluding any and all other remunerations). In this connection the rule applies that a player shall not be better or worse off due to being prevented from performing his duties than he is when fulfilling his work obligation. The calculation has been regulated in Appendix 1 of this Collective Agreement, which forms an integral part of the Collective Agreement.

- 3.) The employment relationship shall not be affected by conscription (assignment) to the military, training or alternative civilian service. During the time of his military, training or alternative civilian service, the player's work obligation and the club's obligation to pay remuneration shall be suspended unless stipulated otherwise (cf. §4 of the Federal Act concerning employment for men conscripted into military service, Arbeitsplatz-Sicherungsgesetz or APSG). Should the player (partly) fulfil his obligations from the player contract during the time of his military, training or alternative civilian service, for this period the extent of the player's work obligation and of the club's obligation to pay remuneration shall be agreed on in writing.
- 4.) If one of the following events occurs which the employer has been informed about or which has subsequently been proven, there shall be entitlement to paid leave of absence to the following extent in correlation with the time of the respective event:
  - a.) in the event of the employee's own marriage: 2 working days
  - b.) in the event of the death of a spouse, partner, child or stepchild: 2 working days;
  - c.) for attendance of the wedding of a child, stepchild or sibling: 1 working day
  - d.) if the spouse or partner gives birth: 2 working days;
  - e.) in the event of the death of a parent or parent-in-law: 1 working day;
  - f.) the time required for medical or dental treatment.

## **§ 14. Arbitration and Conciliation Clauses**

Employment contracts can provide for settlement by a mediation body or an arbitration tribunal for certain types of dispute. Any arbitration clause shall only be effective for disputes that already exist (§9 (2) of the Labour and Social Courts Act (Arbeits- und Sozialgerichtsgesetz or ASGG)). Any conciliation clause shall only be deemed as effectively concluded if it satisfies the legal criteria.

## **§ 15. Disciplinary Rules**

Disciplinary measures may be imposed only in compliance with all legal requirements, especially in accordance with §102 of the Labour Constitution Act, and in strict adherence to the prevailing Collective Agreement provisions.

First and foremost it needs to be underlined that, with the consent of all parties involved, any curtailment of disciplinary proceedings to be pursued shall be permissible. Any other claims based on labour legislation shall, apart from that, remain unaffected.

### **I.) Principles of the Proceedings**

Disciplinary proceedings shall strictly comply with the following principles:

- Disciplinary measures may be imposed only if the offence was punishable before it was committed or omitted.
- Any offence may not be punished by imposing several different disciplinary measures (prohibition of double application).
- Initiating disciplinary proceedings and imposing disciplinary measures shall not be permissible if the offence is subject to proceedings before a disciplinary board of a football association, unless the offence in question is also detrimental to the interests of the club and if the club does not impose the same type of penalty on the player.
- Any and all disciplinary measures imposed shall comply with the principles of proportionality and equal treatment. Proportionality means that disciplinary measures shall impinge as little as possible on the rights of the accused person whilst achieving general and special preventive objectives. Equal treatment shall be ensured by commensurate treatment and by compiling and constantly updating a collection of relevant decisions to monitor this equal treatment, which fully presents the vital elements to imposing disciplinary measures from case to case.

## **II.) List of Penalties**

### **A) Types of Breaches of Duty and Penalties**

Disciplinary measures may only be imposed on the accused due to violations of the obligations resulting from this Collective Agreement and the enclosed sample contract. Prosecution of any offence shall be excluded unless disciplinary proceedings are initiated within eight days after the club has become aware of it having been committed (limitation period for prosecutions).

A distinction needs to be made between misdemeanour (see B. below) and disciplinary offence (see C. below).

### **B) Misdemeanours**

Misdemeanours are breaches of duty which in individual cases do not have a material or substantially disruptive effect on the employment relationship. Misdemeanours may only be punished by the disciplinary board with the following administrative sanctions:

- a.) verbal warning, i.e. a simple reminder of work duties;
- b.) written warning, i.e. a written emphatic reprimand for having committed a misdemeanour.

Before a written warning is issued, the accused player shall be given the opportunity to comment verbally or in writing on the misdemeanour of which he is accused. The accused player shall be entitled to use the services of a person of his trust at the hearing.

### **C) Disciplinary Offences**

(1) Disciplinary offences are severe violations of the obligations resulting from this Collective Agreement.

(2) Only the following may be deemed disciplinary offences:

- failure to comply with the trainer's or sports director's instructions which are important for sports activities;
- drunkenness, especially in public;
- consumption of doping substances;
- involvement in sports betting on matches of the current employer;
- severe violation of other obligations resulting from this Collective Agreement.

(3) Disciplinary offences may only be punished with the following disciplinary measures:

- a.) with an admonition in writing,
- b.) with an appropriate fine. This fine may e.g. also consist of a reduction or the withholding of the next performance bonuses due (agreed bonuses for participating in national and international competitions). The fine shall be capped at one monthly remuneration (fixed salary and bonuses). When determining the amount of the fine, it shall be ensured that, in the corresponding month, the accused is left with

sufficient means for subsistence and with the means necessary to meet his regular essential payment obligations for food and shelter, and especially his legal duties to care for dependents.

- (4) The relevant disciplinary measure shall be assessed following careful consideration of the fault, the severity, any actual or possible consequences of the breach of duty and any repetition, having regard to the principles of proportionality and equal treatment and in due consideration of the fault of the offender.
- (5) The amount of the fine shall be determined within the limits of the penalty taking mitigating and aggravating circumstances into account. Mitigating circumstances shall include previous good conduct and a confession. Aggravating circumstances shall include relevant disciplinary measures imposed with legal effect (previous convictions), the repetition of the same offences, commitment of other offences and commitment of an offence under circumstances liable to damage the reputation of the sport.
- (6) If there are circumstances justifying the assumption that the penalty need not be enforced in order to deter the accused from committing further offences, the penalty shall be suspended on at least 6 but no more than 12 months' probation. The probation period shall run from the date of the ruling. If a disciplinary measure is effectively imposed on account of a relevant offence which is committed a second time during the probation period, the conditional clemency shall be revoked and the conditionally imposed penalty shall be enforced immediately from the date a new penalty becomes legally effective. If the same offence is repeated before the end of the probation period, any penalty imposed on account of an offence repeated due to the same detrimental inclination shall only be imposed unconditionally.
- (7) It shall never be permitted to impose two or more of the mentioned disciplinary measures simultaneously for one offence.
- (8) Disciplinary measures may only be imposed following a ruling of the disciplinary committee based on disciplinary proceedings.

### **III.) Disciplinary Committee**

#### **A) Responsibility**

A standing disciplinary committee shall be established for each and every club. It shall be responsible for conducting disciplinary proceedings.

#### **B) Composition**

- (1) The disciplinary committee shall comprise two members.
  - a.) One member who is appointed by the club's body which is authorised to represent it in the respective case and one substitute member who shall act if the first mentioned member is prevented from doing so. These members should preferably have legal knowledge and shall not hold any function nor have any direct or indirect significant economic involvement in any full or simple member of the ÖFB;
  - b.) One member selected from the body of players and one substitute member also from the body of players. A player who himself is involved in the proceedings concerned cannot be a member of the disciplinary committee.
- (2) The case shall be brought before the disciplinary committee by a body which is authorised to represent the club (disciplinary lawyer). This body must not be a member of the disciplinary committee at the same time.
- (3) The player may appoint a defence counsel who must be a lawyer, an employee or a member of the competent Union to defend him.
- (4) Should any member of the disciplinary committee be temporarily or permanently prevented from attending, the substitute member appointed for the member shall act in his place.
- (5) The members of the disciplinary committee shall be obliged to perform their duties conscientiously and impartially and shall be bound to confidentiality regarding any matters they become aware of in this capacity.
- (6) The members of the disciplinary committee shall be autonomous in carrying out their tasks, they shall not be bound by any instructions and shall not be answerable to anyone. They shall perform their tasks to the best of their knowledge and belief.
- (7) The disciplinary lawyer shall also be autonomous in carrying out his tasks, not be bound by any instructions and not be answerable to anyone. He shall perform his tasks to the best of his knowledge and belief, he may bring forward applications for evidence and in particular apply for witnesses to be summoned.

## **IV.) Disciplinary Proceedings**

### **A) General**

- (1) Disciplinary proceedings shall not be public.
- (2) Disciplinary proceedings shall be initiated at the request of the disciplinary lawyer.
- (3) The accused person shall be entitled at his hearing to call upon another person of his trust in the course of any preliminary enquiries in addition to his designated representative.
- (4) The accused person shall be verifiably notified of the initiation of any disciplinary proceedings. The notification shall set out the disciplinary offence of which he is accused.
- (5) As regards the exclusion of members of the disciplinary committee and the disciplinary lawyer, the provisions of the 1950 General Administrative Procedure Act (Allgemeines Verwaltungsverfahrensgesetz or AVG) as amended shall apply accordingly as regards partiality.
- (6) The accused person himself or his representative shall be given the opportunity in good time before each and every hearing takes place to acquire knowledge of any and all contents of the file and make copies at his own expense. This shall not include the minutes of the consultation.

### **B) Disciplinary Hearing**

- (1) The accused player may demand that, as well as the designated representative, another person of his trust from the body of players attend the hearing.
- (2) The disciplinary committee or senior disciplinary committee shall examine the case conscientiously and carefully and, to the extent that the evidence found in the course of preliminary enquiries is not adequate to clarify the case, shall take the necessary evidence themselves or arrange for this to be collected.
- (3) The accused person shall be questioned at the hearing about the disciplinary offence with which he is charged. He shall be given sufficient opportunity to assert his defence rights.
- (4) Applications for evidence by the accused may be refused only if, on objective consideration of the implementation of the application for evidence, there exists an insuperable and permanent obstacle. After evidence has been collected, the chairman shall, first of all, give the floor to the disciplinary lawyer to speak in response to the application and then to the accused or his defence counsel. The defence counsel or the accused shall in any case be given the closing statement. Even if the accused uses the services of a defence counsel, he shall be entitled to speak himself.

### **C) Conclusion of the Hearing**

- (1) The conclusion of the oral hearing shall be followed by consultation and a vote on the ruling. At this consultation and vote, no-one may be present apart from the members of the committees and a recording clerk if applicable.
- (2) The rulings of the disciplinary committee shall be unanimous, rulings of the senior disciplinary committee shall be made by majority vote, with the chairman voting as well. Abstentions shall not be permitted. If the disciplinary committee cannot reach a unanimous vote, the file shall be submitted for a ruling to the senior disciplinary committee immediately, but within three days at the latest.
- (3) Consultation and vote shall proceed by agreeing on guilt and penalty separately and the question of guilt shall be posed in such a way that each and every question can be answered with “yes” or “no”.
- (4) The ruling shall be announced verbally without delay. In addition to a brief statement of reasons, the disciplinary committee shall also provide instruction on the right of appeal (legal remedy) and the need to give notice of intention to appeal. An appeal shall not be permitted by any means for rulings only relating to misdemeanours.

### **D) Appeal Proceedings**

- (1) The legal remedy of appeal against rulings of the disciplinary committee shall only be permissible for rulings relating to a disciplinary offence and where the fine imposed exceeded the financial value of EUR 500.00 (in the highest division) or EUR 250.00 (in the second highest division) respectively.
- (2) The senior disciplinary committee to be established at the ÖFBL shall decide on appeals against rulings of the disciplinary committee. The senior disciplinary committee shall comprise three members, namely the chairman and two full members. One full member and one deputy full member, who shall become active in the event the full member is prevented from acting, shall each be nominated by the ÖFBL and the Union respectively. The full members shall unanimously elect the chairman of the senior disciplinary committee and his deputy. All the members of the senior disciplinary committee shall be appointed for a period of office of three seasons. The senior disciplinary committee shall only have a quorum if the chairman (his deputy) and its two members (or substitute members) are present.
- (3) Both the accused person and the disciplinary lawyer may appeal against the disciplinary committee’s ruling as regards guilt and penalty, with any appeal to be lodged with the disciplinary committee or directly with the chairman of the senior disciplinary committee. The intention to appeal shall be notified in writing to the chairman of the disciplinary committee within 3 days of the verbal pronouncement of the ruling by the disciplinary committee. Any appeal shall be lodged in writing with the chairman of the senior disciplinary committee within another 3 days following delivery of the issued disciplinary finding of the disciplinary committee by indicating the reasons for the appeal and with submission of an appropriate appeal application. No more than 8 days shall elapse between notification of the appeal and delivery of the written copy of the ruling.

- (4) It shall not be permissible to prescribe a fee of any kind to be paid when the appeal is lodged.
- (5) The appeal shall have suspensory effect.
- (6) The senior disciplinary committee shall in principle decide the case itself by confirming or amending the disciplinary finding of the disciplinary committee and terminating the proceedings. The senior disciplinary committee can, for material reason, exceptionally also decide to refer the disciplinary matter back to the disciplinary committee for any necessary extension of the procedure of taking evidence. If only the accused has appealed the finding of the disciplinary committee, neither the senior disciplinary committee nor, if the matter is referred back to it, the disciplinary committee shall be permitted to impose a more severe penalty.

### **E) Minutes**

- (1) A record shall be kept of the proceedings and the consultation and vote before the disciplinary committee and the senior disciplinary committee, including the verdict and the penalty and the voting pattern. The record shall be signed by all members of the disciplinary committee (senior disciplinary committee) involved in the ruling.
- (2) The accused and the disciplinary lawyer shall each be served a written copy of the findings of the disciplinary committee and the senior disciplinary committee.

### **F) Hearing in Absentia**

The hearing before the disciplinary committee or the senior disciplinary committee may proceed in the absence of the accused only if the latter had the opportunity to acquire knowledge about the accusation against him and access the complete contents of the file in good time and has failed to appear at the hearing despite a verifiable summons without adequate excuse.

### **G) Resumption, Restitution, Lapse of Time**

In the absence of separate provisions in this disciplinary rules (e.g. limitation period for prosecutions), the relevant provisions of the Code of Criminal Procedure shall apply analogously to resumption of the proceedings, *restitution* to the previous condition, and lapse of time.

Enclosure:

- Appendix 1 Guide to Continued Payment of Remuneration

Vienna, this 10.01.2022

**Austrian Football League**

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Mag. Christian Ebenbauer  
Chair

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Mag. David Reisenauer  
Chair

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Mag. Alexander Schwärzler  
Chair

**On behalf of the Austrian Trade Union Federation  
'younion' (Union of Municipal Employees, Art, Media, Sport and Freelance Workers)  
Management**

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Ing. Christian Meidlinger  
Chair

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Angela Lueger  
Deputy Chair

**Education, Sport and Freelance Workers' Department  
Specialist Group of Football Players**

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Gernot Zirngast  
Chair

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Gernot Baumgartner  
Secretary



## Appendix 1

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### **Guide to Continued Payment of Remuneration according to §13 of the Collective Agreement for Football Players of the Austrian Football League Effective date 1 July 2018**

According to §13 (2) of the Collective Agreement, the obligation to continue payment of remuneration shall only cover the fixed salary and ongoing bonuses from championship matches (excluding any and all other remunerations). In this connection the rule applies that a player shall not be better or worse off due to being prevented from performing his duties than he is when fulfilling his work obligation.

The remuneration which needs to be continued to be paid for the period of the work interruption according to §13 (2) a) and b) comprises, on the one hand, the fixed salary, which shall be paid in full, and, on the other, bonuses from championship matches (excluding any and all other remunerations), which shall be calculated as follows:

For the time he is prevented from performing his duties, for each and every point achieved by his club in competitive matches of the respective league championship, the player shall be paid the amount which results from the average of all ongoing bonuses from championship matches (excluding any and all other remunerations) in the last 26 weeks of the player in relation to the points achieved by the team in the last 26 weeks. This calculation shall only include competitive matches in the respective league championship which actually took place.

In the event a player has been newly recruited, the obligation to continue payment of remuneration shall only include the fixed salary and ongoing bonuses from championship matches (excluding any and all other remunerations) which shall be calculated based on the average of the period during which the player has worked fully for the new club. Therefore a player shall be considered a new recruit until the time he has worked for the new club fully for 26 weeks.

Sample calculation:

Player A is paid EUR 1,000.00 for each point according to the player contract

Player A is prevented from playing for three weeks due to a muscular lesion. In this period, 4 matches are played in which the team acquires a total of 6 points. In the 26 weeks preceding his muscular lesion, Player A obtained a total bonus amount of EUR 8,000.00. In this period, the team achieved 10 points.

$$8000/10 = 800.00$$

The player's average bonus for points he achieved while receiving continued payment of remuneration (up to 6 and 8 weeks respectively) is therefore EUR 800.00.

$$6 \times 800 = 4,800.00$$

Player A is paid for the duration of his work interruption – as well as his fixed salary – EUR 4,800.00 of ongoing bonuses from championship matches (excluding any and all other remunerations).