



REGULATIONS ON THE RESEARCH STAFF OF THE UNIVERSITY OF LEÓN

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This is an unofficial English translation provided for information purposes only. The authentic text is the Spanish version approved by the Governing Council of the University of León and published in the Official Gazette of Castilla y León (BOCyL). In the event of any discrepancy, the Spanish version shall prevail.

These Regulations use the masculine gender as a neutral form to refer to persons of all genders, including both men and women. This choice is intended to simplify the text without detracting from the recognition of the diversity of gender identities.

Research, teaching and knowledge transfer and exchange are core functions of the university, as stated in Article 1.1 of Organic Law 2/2023 on the University System (hereinafter "LOSU").

Royal Decree 1326/2003 of 24 October, approving the Statute of the Research Fellow, was the first set of rules devoted exclusively to this matter and was essential for the specific training and consolidation of qualified staff, even though its application within the University was only partial, since it covered exclusively those who held a doctorate or a university degree and had been granted recognition of research proficiency. Subsequently, Royal Decree 63/2006 of 27 January, approving the Statute of Research Staff in Training, extended its scope to all university graduates who had been recognised as beneficiaries of aid programmes aimed at the development of scientific and technical training and specialisation activities through, as a minimum, the corresponding official doctoral studies; it regulated, on the one hand, the rights and duties of research staff in training and, on the other, their relations with the centres to which they are attached.

Against this legislative background, the University of León, by means of the Regulations on Research Staff in Training approved by the Governing Council on 5 June 2009, regulated the categories of Research Staff in Training, as well as the requirements and characteristics needed to be a beneficiary of that training programme aimed at university graduates. Three categories of Research Staff in Training (PIF) were thus established, two of them fully covered by the aforementioned Statute of Research Staff in Training, given their dependence on the University's own Promotion Programme of the Regulations on Research Staff in Training of the University of León and on the regulations governing the participation in teaching of permanent and senior tenured doctoral lecturers under the I3 Programme; at the same time, the Regulations on the research initiation scheme and on the grants intended for that purpose at the University of León were amended.

Following that last reform, several amendments to the LCTI have been made, the most notable being that introduced by Law 17/2022 of 5 September; the Organic Law on Universities has been replaced by Organic Law 2/2023 of 22 March on the University System (LOSU); and various general employment rules have been amended, as a result of which a large part of the provisions of the version of these Regulations in force since 21 June 2017 has been superseded.

In view of that regulatory situation, and in exercise of the **university autonomy recognised in Article 27 of the Spanish Constitution of 1978**, it is considered necessary to adapt the regulatory framework to the specific needs of the University of León, thereby giving full effect to the principle of legal certainty and achieving greater efficiency in the management of public resources, while at the same time meeting the need for a complete and up-to-date set of rules on the research staff of the University of León. These Regulations also take into account the principles of the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers (Commission Recommendation 2005/251/EC of 11 March 2005) and their reformulation in the Council Recommendation of 18 December 2023 on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe (C/2023/1640), to which the University of León has been committed since 25 January 2019. That European framework is reflected in these Regulations, in particular as regards ensuring that selection processes are transparent, open to all qualified candidates and based on objective, merit-related criteria: "Open, Transparent and Merit-based Recruitment" (OTM-R) in the terminology of the HR "Human Resources Excellence in Research" Award.

CHAPTER I.- SCOPE OF APPLICATION AND LEGAL REGIME

Article 1.- Subjective scope of application and legal regime

For the purposes of these Regulations, research staff of the University of León shall mean those who, holding the qualification required in each case, carry out research activity, understood as creative work undertaken systematically in order to increase the stock of knowledge, including knowledge relating to human beings, culture and society, and the use of that knowledge to create new applications, together with its transfer and dissemination.

The teaching and research staff defined in Organic Law 2/2023 of 22 March on the University System, whose functions include carrying out research activities, shall be considered research staff.

Such research staff may be linked to the University of León, or to a body dependent on it, through a relationship governed by administrative law or by employment law.

Civil-servant research staff shall be governed by Royal Legislative Decree 5/2015 of 30 October, approving the consolidated text of the Basic Statute of Public Employees, and by Law 7/2005 of 24 May on the Civil Service of Castilla y León, under the terms laid down in Organic Law 2/2023 of 22 March on the University System, as a consequence of respect for university autonomy.

Research staff under an employment relationship shall be governed by Law 14/2011 of 1 June on Science, Technology and Innovation, by Royal Legislative Decree 2/2015 of 23 October, approving the consolidated text of the Workers' Statute, by the implementing regulations developing those legal provisions, and by the II Collective Agreement for Teaching and Research Staff of the Public Universities of Castilla y León. They shall likewise be governed by such provisions of Royal Legislative Decree 5/2015 of 30 October, approving the consolidated text of the Basic Statute of Public Employees, as are applicable to them.

As regards their working conditions, staff performing research support duties shall be governed by the public call for their recruitment, by the applicable provisions of the II Collective Agreement for technical, management and administration and services staff of the Universities of Castilla y León, and by the university rules applicable to this group which: **(I)** are compatible with the nature of their technical research support duties and **(II)** are compatible with the qualifications required for access to such employment contracts, since in many cases this staff holds non-university vocational training qualifications.

Research staff employed under contracts financed by external programmes (earmarked income for the University) or by the University's own programmes may be employed under the following types of contract:

- a) Predoctoral contract**, governed by Article 21 of the LCTI, by Royal Decree 103/2019 of 1 March approving the Statute of Predoctoral Research Staff in Training (EPIF) and by the other supplementary rules referred to in Article 20 of the LCTI, in particular Article 11 of the Workers' Statute, by these Regulations and, where applicable, by the terms and calls for the grants provided for their financing.
- b) Access contract for doctoral research staff**, governed by Article 22 of the LCTI and, on a supplementary basis, by the legal provisions referred to in Articles 20 and 22 of the LCTI, as well as, where applicable, by the terms and calls for the grants provided for its financing.
- c) Distinguished researcher contract**, governed by Article 23 of the LCTI, by the supplementary rules referred to in Article 20 thereof, and by the agreement signed between the parties.
- d) Scientific and technical activities contract**, governed by Article 77 of the LOSU, Article 23 bis of the LCTI, the remaining supplementary rules referred to in Articles 20 and 23 bis of the LCTI, as well as, where applicable, by the terms and calls for the grants provided for its financing.
- e) Other employment contracts provided for in employment legislation but not specifically developed in Law 14/2011 of 1 June on Science, Technology and Innovation, relating to research and transfer activities and likewise financed from an earmarked funding source.** This group includes, for example, staff employed under contracts governed by Article 60 of the LOSU, staff employed under programmes of the Recovery, Transformation and Resilience Plan, and staff employed under European Projects and similar schemes where the type of contract is not a scientific and technical activities contract.

The legal regime of these contracts at the University of León shall also be determined by these Regulations and by the terms of the call for the recruitment of research staff, in so far as they do not conflict with higher-ranking rules that must be applied in preference.

Article 2.- Rights of research staff

2.1.- Research staff providing services at the University of León shall have the following rights, as laid down in Article 14 of the LCTI:

- a) To put forward research initiatives through the relevant bodies.

- b) To determine freely the methods for solving problems, within the framework of recognised ethical practices and principles and of the applicable rules on industrial and intellectual property, and taking into account any limitations arising from the circumstances of the research and its environment, from supervision, guidance or management activities, or from budgetary or infrastructure constraints.
- c) To be recognised and protected in the authorship or co-authorship of the scientific works in which they take part.
- d) To respect for the principle of gender equality in the performance of their research duties, in the recruitment of staff and in the development of their professional career.
- e) To full integration into the research team in which they carry out their activity at the University of León.
- f) To have the appropriate means and facilities for the performance of their duties, within the limits arising from the application of the principles of effectiveness and efficiency in the allocation, use and management of such means and facilities and from budgetary availability.
- g) To consideration and respect for their scientific activity and to its evaluation in accordance with public, objective, transparent and pre-established criteria.
- h) To use the corporate visual identity of the University of León in carrying out their scientific activity.
- i) To share in the benefits obtained by the University of León as a result of any exploitation of the results of the research, development or innovation activity in which they have taken part. Such participation shall in no case be considered remuneration or salary for the research staff.
- j) To take part in the programmes promoting work-life balance developed by the University of León.
- k) To professional promotion and training at work, as well as to the development of training plans and actions aimed at enhancing their employability in the manner determined by the University of León.
- l) To geographical, intersectoral and interdisciplinary mobility, in order to strengthen the scientific knowledge and professional development of research staff, under the terms laid down in the applicable rules.
- m) To carry out their duties in egalitarian, inclusive, diverse and safe working environments in which respect and non-discrimination, whether direct or indirect, are guaranteed in the performance of their activity, in the recruitment of staff and in the development of their professional career.
- n) To take part in the collegiate governing bodies of the University of León in the manner provided for in the Statutes of the University.

2.2.- Researchers holding temporary employment contracts, that is to say, contracts for a fixed period, shall have the same rights as workers with contracts of indefinite duration, without prejudice to the specific features of each type of contract as regards termination and to those expressly provided for by law in relation to training contracts.

Accordingly, those legal or collectively agreed provisions that are incompatible with the temporary nature of their contracts shall not apply to them.

2.3.- The rights listed above shall be understood without prejudice to those established by Royal Legislative Decree 5/2015 of 30 October, approving the consolidated text of the Basic Statute of Public Employees.

Article 3.- Duties of research staff

3.1.- Research staff providing services at the University of León shall assume the following duties, set out in Article 15 of the LCTI:

- a) To observe the ethical principles and practices proper to their disciplines, as well as the rules laid down in the various applicable codes of conduct.
- b) To inform the University of León of all findings, discoveries and results that may be legally protected, and to cooperate in the processes of protecting and transferring the results of their research.
- c) Where appropriate, to cooperate actively in disseminating the results of their research in accordance with the applicable rules.
- d) To take part in the meetings and activities of the governing and management bodies of which they are members, and also in the evaluation and improvement processes for which they are called upon.
- e) To seek to ensure that their work is relevant to society.
- f) To take the necessary measures to prevent plagiarism and the falsification of data in research.
- g) To direct their research towards the achievement of the strategic objectives of the University of León, and to obtain or cooperate in obtaining the permits and authorisations required before beginning their work.
- h) To inform the University of León and the bodies that fund or supervise their activity of any possible delays and redefinitions in the research projects for which they are responsible, as well as of their completion or of the need to abandon or suspend them earlier than planned.
- i) To account for their work to the University of León and to the bodies that fund or supervise their activity, and to take responsibility for the effective use of the funding of the research projects they carry out. To that end, they shall observe the specific rules (terms and calls) applicable to them, as well as the principles of sound, transparent and effective financial management, cooperating in any audits of their research that may be required under the rules in force.
- j) To use the name and corporate visual identity of the University of León in carrying out their scientific activity, in accordance with its internal rules and with the agreements, arrangements and conventions signed by it.

k) To follow safe working practices at all times in accordance with the applicable rules, including the adoption of the necessary precautions regarding occupational risk prevention, and to ensure that the staff under their responsibility comply with these practices.

l) To take the necessary measures to comply with the applicable rules on data protection and confidentiality.

m) To follow egalitarian practices at all times in accordance with the applicable rules, including the adoption of the necessary precautions to prevent any type of discrimination, and to ensure that the staff under their responsibility comply with these practices.

n) To receive communications from the University of León through the institutional e-mail account, and to sign the employment contract or any other document relating to the employment or administrative relationship by electronic means, should the academic institution so decide.

o) To a full working week of, as a general rule, 35 hours of effective work calculated on an annual basis, without prejudice to the provisions of the annual working calendar and to the possibility that the call may lay down specific arrangements regarding working time and schedule.

Likewise, in relation to compliance with working time, the Vice-Rector for Research may establish specific time-recording systems.

3.2.- The foregoing duties shall be understood without prejudice to those established in the legislation in force and/or in the corresponding recruitment call.

CHAPTER II.- PREDOCTORAL CONTRACT

Article 4.- Purpose

4.1.- The purpose of this contract shall be the performance of research tasks within the framework of a specific and novel project and, in addition, of the set of activities forming part of the doctoral programme leading to the acquisition of the skills and abilities needed to obtain the official university degree of Doctor, without any other activity being required that would distort the research and training purpose of the contract. The contract shall also have as its purpose postdoctoral guidance for a maximum period of twelve months.

Applicants for the selection process leading to the signature of this contract must hold a Licenciado, Ingeniero or Arquitecto degree, a university Bachelor's degree of at least 300 ECTS credits, or a Bachelor's degree plus a university Master's degree, or an equivalent qualification, or must fall within one of the other cases provided for in Article 6 of Royal Decree 99/2011 of 28 January as requirements for access to doctoral studies, and must have been admitted to a doctoral programme. Access to this type of contract shall likewise be open to holders of an official university degree that has been assigned level 3 of the Spanish Framework of Qualifications for Higher Education, established by Royal Decree 1027/2011 of 15 July, in accordance with the procedure laid down in Royal Decree 889/2022 of 18 October, which regulates the conditions and procedures for the recognition, declaration of equivalence

and validation of university studies from foreign education systems and the procedure for establishing the correspondence to a level of the Spanish Framework of Qualifications for Higher Education of official university degrees belonging to earlier academic frameworks.

4.2.- Staff employed in this way shall be considered Predoctoral Research Staff in Training.

4.3.- Only those who are pursuing a doctorate and sign an employment contract with the University of León under this type of contract shall be considered Predoctoral Research Staff; consequently, persons pursuing doctoral studies shall not have that status even if they are beneficiaries of a fellowship, grant or subsidy of any kind.

Article 5.- Form and duration

5.1.- The contract shall be concluded in writing between the predoctoral research staff member in training, as employee, and the University of León, as employer, and shall be accompanied by proof of enrolment in the corresponding doctoral programme issued by the Doctoral School or, where appropriate, by the competent body. The contract shall also identify a specific and novel research project or line of research constituting the framework within which the training of the predoctoral researcher will take place, as well as the agreed duration.

5.2.- The University of León shall inform the predoctoral research staff member in training in writing, under the terms and within the time limits laid down in Royal Decree 1659/1998 of 24 July, implementing Article 8(5) of the Workers' Statute as regards informing employees of the essential elements of the employment contract, of those essential elements and of the main conditions under which the work is to be performed, where such elements and conditions are not set out in the written employment contract. The elements to be identified in the contract shall include the place where the predoctoral research staff member in training will actually carry out their activities.

5.3.- The University of León is obliged to notify the public employment office, within ten days of their conclusion, of the content of the employment contracts it enters into and of any extensions thereof, in accordance with Article 8.3 of the consolidated text of the Workers' Statute.

Within the same period of ten days from the conclusion of the contract, and before sending it to the public employment office, the University of León shall provide the legal representatives of the predoctoral research staff in training with a basic copy thereof. That basic copy shall subsequently be sent to the employment office. Where there are no legal representatives of the predoctoral research staff in training, a basic copy must also be drawn up and sent to the employment office.

5.4.- The contract may not be for less than one year or more than four years, and shall be full-time throughout its term. Where the contract has been concluded for a period of less than four years, it may be successively extended, provided that no extension is for less than one year. However, where the contract is concluded with a person with a disability, it may reach a maximum duration of six years, including extensions, taking into account the characteristics of the research activity and the impact of the degree of the limitations on the performance of that activity. This circumstance shall be assessed by examining the disability certificate submitted, although a favourable report may be requested from the

competent public employment service, which may for these purposes seek a report from the competent disability assessment and guidance technical teams.

For these purposes, persons with a disability shall be those referred to in the consolidated text of the General Law on the rights of persons with disabilities and their social inclusion, approved by Royal Legislative Decree 1/2013 of 29 November.

Where the contract is extendable and the employee continues to carry out the activities covered by it, it shall be deemed automatically extended, unless a reasoned unfavourable evaluation report is issued by the academic committee of the doctoral programme or, where appropriate, by the doctoral school, until its maximum duration is completed.

Predoctoral research staff in training may not be employed under this type of contract, whether by the same or a different entity, for longer than the maximum period of four or six years, as the case may be.

Without prejudice to the foregoing paragraphs, where, because the employee has already been employed under this type of contract, the time remaining up to the maximum of four years, or six years in the case of persons with a disability, is less than one year, the contract or its extension may be concluded for the time remaining up to the maximum established in each case.

5.4.- Periods of temporary incapacity and periods of full-time leave for gestation, pregnancy, risk during gestation, pregnancy and breastfeeding, birth, maternity, paternity, adoption, fostering for the purposes of adoption or foster care, or breastfeeding leave accumulated into full working days, or for analogous situations related to the foregoing, as well as full-time leave for reasons of work-life balance or the care of minors, relatives or dependants, and time spent on leave of absence for the care of a child or relative, or by decision of an employee obliged to leave their post as a result of being a victim of gender-based violence, terrorism or sexual violence, occurring during the term of the contract, shall interrupt the calculation of its duration.

Periods of part-time leave for birth, maternity, paternity, adoption, fostering for the purposes of adoption or foster care, reductions in working hours for breastfeeding, the birth of a premature child or one hospitalised after birth, legal guardianship, the care of minors affected by cancer or serious illness, of relatives affected by accident or serious illness or of dependants, or on grounds of gender-based violence, sexual violence or terrorism, or reductions in working hours for analogous situations related to the foregoing as well as for reasons of work-life balance or the care of minors, relatives or dependants, occurring during the term of the contract, shall give rise to an extension of the contract for a period equivalent to the reduction in working time.

5.5.- Where a predoctoral research staff member in training lodges a complaint for failure to perform the duties inherent in the supervision of the doctoral thesis before the body competent to decide on that complaint, the calculation of the duration of the contract shall be interrupted for the period running from the lodging of the complaint until notification of the decision dismissing it or until the change of thesis supervisor takes place, subject to a maximum of four months, after which that calculation shall resume. The decision must be issued and notified within a maximum period of three

months. Where the decision is favourable, the body competent to decide on the supervision of the doctoral thesis must agree to the change of supervisor within a maximum period of one month.

Article 6.- Evaluation of the activity

The activity carried out by Predoctoral Research Staff in Training shall be evaluated annually, or with the frequency laid down in the calls, by the academic committee of the doctoral programme or, where appropriate, by the Doctoral School, throughout their time in the programme; the contract may be terminated where that evaluation is not successfully passed.

Article 7.- Remuneration

The remuneration of Predoctoral Research Staff in Training may not be lower than 56 per cent of the salary set for equivalent categories in the applicable collective agreement during the first two years, 60 per cent during the third year and 75 per cent during the fourth. In no case may it be lower than the annually established statutory minimum wage.

On termination of the contract, the employee shall be entitled to receive severance pay of 12 days' salary for each year of service.

Article 8.- Specific rights of predoctoral contract holders

In addition to the rights common to all research staff set out in Chapter I, to their specific rights provided for in Royal Decree 103/2019 of 1 March approving the Statute of Predoctoral Research Staff in Training, and to those included in the corresponding call, the Predoctoral Research Staff in Training of the University of León are expressly granted the following rights:

- a) To be assigned a tutor or supervisor holding a doctoral degree, who shall be responsible for coordinating and guiding their activity.
- b) To be attached to an organic unit (Department, Institute, etc.) of the University.
- c) To use the university facilities and premises in accordance with the governing rules, as well as the IT resources, on equal terms with the teaching and research staff (PDI).
- d) To have access, where possible, to any activities organised or arranged by the University of León that contribute to improving their research training.
- e) To be informed and to receive information regularly on matters affecting university life.
- f) To undergo the medical examinations appropriate to their activity in accordance with the occupational risk prevention rules.
- g) To obtain temporary suspension of their status as Predoctoral Research Staff in Training on justified grounds, provided that this possibility is contemplated in the corresponding call.
- h) To enjoy the holidays, leave and permits generally recognised for the contracted teaching and research staff (PDI) of the University of León.

- i) To apply for research grants and for support to attend conferences, seminars and meetings convened by the University.
- j) To undertake temporary stays at other Universities or Research Centres.
- k) To benefit, like the rest of the university community, from the protection of the University Ombudsperson.
- l) To receive financial compensation equivalent to the academic supervision fees of the corresponding doctoral programme, provided that the applicable call so provides.
- m) To have their status as employees of the University of León accredited by means of the corresponding university card.

Article 9.- Specific duties of predoctoral contract holders

In addition to the duties laid down in general terms in Chapter I and to their specific duties provided for in Royal Decree 103/2019 of 1 March approving the Statute of Predoctoral Research Staff in Training, they shall have the following obligations:

- a) To comply with the Statutes of the University of León and the rules derived from them.
- b) To report and account for their training and research activity and to comply with the conditions specified in the relevant call, providing evidence of the completion of the activities envisaged in their training and/or specialisation programme, as well as of the achievement of the objectives to the required standard.
- c) To join the assigned Department, Institute or project in due time and form, once they have been recruited.
- d) To carry out their work in accordance with commonly accepted standards of good practice in responsible research and to fulfil the general obligations arising from the rules in force on public grants and subsidies.
- e) To comply with the requirements laid down in the rules in force on intellectual and industrial property and data protection.
- f) To make proper use of the university facilities and premises.
- g) To observe the provisions on working time, working hours, holidays and leave applicable to the contracted teaching and research staff (PDI) of the University of León.
- h) To inform the competent Vice-Rectorate, within the shortest possible time, of any change or incident relating to the conditions necessary for carrying out their research work, or affecting its normal development, and to give 15 days' notice of the date of the defence of the Doctoral Thesis.

Article 10.- Participation in teaching duties

Predocctoral Contract Staff in Training of the University of León may take part in teaching duties within the limits laid down in Royal Decree 103/2019 and in the corresponding call, provided that such teaching duties do not hinder the research and training purpose of the contract, up to a maximum of 180 hours over the entire term of the predocctoral contract and in no case exceeding 60 hours per year.

To this end, the initiative shall lie with the application of the person concerned, using the form approved by the University, and shall require the authorisation of the Vice-Rectorate competent in research matters and the prior report of the Head of Department and of their Tutor or Supervisor.

Notwithstanding the foregoing, such authorisation shall not entitle predocctoral staff to be responsible for or to coordinate a course, Bachelor's Thesis or Master's Thesis, nor to sit on examination boards or sign official grade records.

Only exceptionally may predocctoral contract staff teach on official Master's degree programmes, up to a maximum of 10 hours per year, subject to two additional requirements: (i) a prior favourable report from the Academic Committee of the Master's degree, issued at the reasoned request of the lecturer responsible for the course, and (ii) authorisation from the Vice-Rectorate for Academic Activity, for the subsequent inclusion of their participation in the Department's Teaching Plan.

The processing and resolution of this procedure must take place before the participation in teaching begins.

Article 11. Register of Predocctoral Contract Staff

11.1.- The University of León shall create a register of Predocctoral Contract Staff in Training in which all employees engaged under that type of contract shall be entered. It shall be a single register, centralised in the corresponding Vice-Rectorate, and shall include at least the following data: identification, tax identification number (NIF), characteristics of the grants or subsidies that have, where applicable, financed the recruitment, awarding body, contract start and end dates and the unit of the University to which the person is attached.

11.2.- At the request of the person concerned, the University shall issue the corresponding certificate of Predocctoral Contract Staff in Training, in accordance with the information contained in its register, including the details of the grant from which the contract is financed and the unit of the University to which the person is attached.

11.3.- The Vice-Rectorate competent in research matters shall, through the Research Management Service, be responsible for monitoring and verifying the corresponding formalities.

CHAPTER III.- ACCESS CONTRACT FOR DOCTORAL RESEARCH STAFF

Article 12.- Requirements for the conclusion of the contract

Access to this contract shall require applicants to meet a twofold requirement:

- a) To hold a doctoral degree
- b) To meet the requirements laid down in the call

Article 13.- Purpose of the contract

The work to be carried out shall consist primarily of research, development, knowledge transfer and innovation tasks aimed at enabling the person concerned to attain a high level of professional development and specialisation leading to the consolidation of their professional experience.

Article 14.- Characteristics of the contract

The contract shall be of fixed duration and full-time

The contract shall last at least three years and may be extended up to a maximum limit of six years. Extensions may not be for less than one year.

However, where the contract is concluded with a person with a disability, it may reach a maximum duration of eight years, including extensions, taking into account the characteristics of the research activity and the degree of the limitations on that activity.

No employee may be engaged under this type of contract, whether by the same or a different entity, for longer than six years, including any extensions, except in the case of the persons with a disability referred to in the previous paragraph, for whom the period may not exceed eight years. Time worked under the now-defunct Access Contract to the Spanish Science, Technology and Innovation System shall be counted for the purposes of calculating these maximum periods.

Periods of temporary incapacity and periods of full-time leave for gestation, pregnancy, risk during gestation, pregnancy and breastfeeding, birth, maternity, paternity, adoption, fostering for the purposes of adoption or foster care, or breastfeeding leave accumulated into full working days, or for analogous situations related to the foregoing, as well as full-time leave for reasons of work-life balance or the care of minors, relatives or dependants, and time spent on leave of absence for the care of a child or relative or on grounds of gender-based violence, occurring during the term of the contract, shall interrupt the calculation of the maximum period of duration of the contract.

Periods of part-time leave for birth, maternity, paternity, adoption, fostering for the purposes of adoption or foster care, and reductions in working hours for breastfeeding, the birth of a premature child or one hospitalised after birth, legal guardianship, the care of minors affected by cancer or serious illness, of relatives affected by accident or serious illness or of dependants, or on grounds of gender-based violence, or reductions in working hours for analogous situations related to the foregoing as well as for reasons of work-life balance or the care of minors, relatives or dependants, occurring during the term of the contract, shall give rise to an extension of the contract for a period equivalent to the reduction in working time.

Without prejudice to the foregoing paragraphs, where, because the employee has already been employed under this type of contract, the time remaining up to the maximum of six years, or eight

years in the case of persons with a disability, is less than one year, the contract or its extension may be concluded for the time remaining up to the maximum established in each case.

Article 15.- Remuneration

The remuneration under this contract may not be lower than that corresponding to research staff carrying out analogous activities, and shall be set, where applicable, within the limits laid down by the budget laws, by the call on which the contract depends and/or by the body competent in remuneration matters. Where the contract is wholly linked to external funding or to funding from public competitive calls for grants, no prior authorisation procedure shall be required.

Article 16.- Participation in teaching duties

Research staff recruited under this Chapter may provide complementary support in teaching duties related to the proposed research activity, up to a maximum of 100 hours per year. To this end, the initiative shall lie with the application of the person concerned, using the form approved by the University, and shall require the authorisation of the Vice-Rectorate competent in research matters, the prior report of the Head of Department and compliance with the rules in force on incompatibilities of staff in the service of the Public Administrations.

Article 17.- Evaluation

17.1.- From the end of the second year of the contract, research staff employed under this type of contract by the University of León may opt for an evaluation of the research activity carried out. Evaluations shall take excellence criteria into account, shall be conducted in accordance with the rules of the University of León and shall include an external report to be used solely for the purposes of promotion and recognition along the postdoctoral career path, which shall be produced by:

- a) The National Agency for Quality Assessment and Accreditation (ANECA), or
- b) The Quality Agency of the University System of Castilla y León (ACSUCYL).
- c) Any other evaluation system established for this purpose.

17.2.- A successful evaluation shall be taken into account for the purposes of assessing research merits in the selection processes for permanent employed staff convened by the University of León.

CHAPTER IV.- DISTINGUISHED RESEARCHER CONTRACT

Article 18.- Requirements for the conclusion of the contract

Employment contracts under the Distinguished Researcher scheme may be concluded with Spanish or foreign researchers of recognised prestige in the scientific and technical field who hold a doctoral degree and enjoy a consolidated, preferably international, reputation based on the excellence of their contributions in the scientific or technical field. They may likewise be concluded with technologists enjoying a consolidated international reputation based on the excellence of their contributions, both to



the advancement of specific research techniques and to the valorisation and transfer of the knowledge and innovation they have generated. The University of León shall specify in the corresponding call the merits to be given preferential consideration and the functions to be performed by the researcher.

Article 19.- Purpose

The purpose of the contract shall be the direction of human teams as principal investigator, the direction of research groups, the leadership of research, knowledge transfer and innovation projects, or of singular scientific and technological facilities and programmes, within the framework of the functions and objectives of the University of León.

Article 20.- Duration

20.1.- The contract shall have the duration agreed by the parties; in any event, it shall be conditional on budgetary availability.

20.2.- Any extensions, if agreed, shall be subject to the achievement of the objectives established by the University of León.

Article 21.- Working time

Working hours, schedules, public holidays, leave and holidays shall be those set out in the clauses of the contract.

Article 22.- Exclusivity and incompatibilities

Distinguished research staff under contract may not enter into employment contracts with other entities, unless expressly authorised by the employer or otherwise agreed in writing, in all cases in compliance with Law 53/1984 of 26 December on Incompatibilities of Staff in the Service of the Public Administrations.

Article 23.- Evaluation

Distinguished Researchers shall be subject to a biennial objective monitoring system of their research activity. Evaluations shall take criteria of the highest excellence into account, shall be conducted in accordance with the rules of the University of León and shall include an external report which, where negative, shall be binding for the purposes of the following Article, produced by:

- a) The National Agency for Quality Assessment and Accreditation (ANECA), or
- b) The Quality Agency of the University System of Castilla y León (ACSUCYL).

Article 24.- Termination

24.1.- The contract may be terminated by withdrawal of the employer, notified in writing with three months' notice, without prejudice to the employer's right to terminate the contract on lawful grounds.

In the event of total or partial failure to give such notice, the research staff member concerned shall be entitled to compensation equivalent to the salary corresponding to the notice period not observed.

24.2.- In the event of withdrawal by the employer, the research staff member concerned shall be entitled to receive the compensation provided for unfair dismissal in the consolidated text of the Workers' Statute, without prejudice to any compensation due for total or partial failure to give notice.

24.3.- Where the evaluation governed by Article 23 is not passed, the contract shall be terminated on grounds of supervening incapacity, and the employee shall be entitled to compensation of 20 days' salary per year of service up to a maximum of 12 monthly payments, in accordance with Article 52(a) of the consolidated text of the Workers' Statute. For these purposes, the University of León shall follow the procedure laid down in Article 53 of the Workers' Statute.

Article 25.- Participation in teaching duties

Research staff recruited under this Chapter may provide complementary support in teaching duties related to the proposed research activity, up to a maximum of 100 hours per year. To this end, the initiative shall lie with the application of the person concerned, using the form approved by the University, and shall require the authorisation of the Vice-Rectorate competent in research matters, the prior report of the Head of Department and compliance with the rules in force on incompatibilities of staff in the service of the Public Administrations.

CHAPTER V.- STAFF WITH A SCIENTIFIC AND TECHNICAL ACTIVITIES CONTRACT AND STAFF FUNDED BY CONTRACTS GOVERNED BY ARTICLE 60 OF ORGANIC LAW 2/2023 OF 22 MARCH ON THE UNIVERSITY SYSTEM (LOSU) FOR THE PERFORMANCE OF SCIENTIFIC, TECHNOLOGICAL, HUMANISTIC OR ARTISTIC WORK

Article 26.- Purpose and requirements

The University of León may employ workers whose employment contract is intended for the performance of activities linked to lines of research or to scientific and technical services, including the scientific and technical management of those lines, which are defined as a body of knowledge, interests, products and projects built up systematically around a thematic axis in which activities carried out by one or more research groups converge, and whose development requires the application of appropriate methodological guidelines in the form of R&D&I projects or contracts.

Scientific and technical activities contracts of indefinite duration shall not form part of the Public Employment Offer or of the similar instruments for managing staffing needs referred to in Article 70 of the consolidated text of the Basic Statute of Public Employees, nor shall the call be limited by the payroll ceiling for employed staff.

The funding of this type of contract shall come from international, national, regional or sectoral programmes, or from specific scientific or technical research projects commissioned by third parties or developed at the initiative of the research groups or teams of the University of León, all of this under Articles 60 and 11 to 13 of the LOSU; within the budget of the University of León such funding shall be

considered earmarked external income. These contracts shall as a general rule be concluded as employment contracts of indefinite duration and shall be terminated, among the other grounds provided for in employment legislation, by the insufficiency of the budgetary appropriation earmarked for the employee's contract (Article 52(e) of the Workers' Statute). However, in the case of contracts financed by grants under the Recovery, Transformation and Resilience Plan and by grants from European Union Funds, they may be concluded as fixed-term contracts in accordance with the Tenth Additional Provision of Law 17/2022 of 5 September, on types of temporary employment within the framework of the Recovery, Transformation and Resilience Plan and non-competitive European Funds.

All salary costs must be covered exclusively by the earmarked appropriation of the corresponding project, agreement or programme.

Article 27.- Contracted staff

Depending on the specifications of the research project, programme or contract, as well as on the available appropriation, the University of León may employ, under the scientific and technical activities contract scheme, holders of doctoral degrees, university graduates, higher and intermediate vocational technicians, specialist technicians and administrative assistants.

Staff holding a contract for the performance of scientific and technical activities in any of its forms shall be subject to the specific provisions of these Regulations and of the call published for that purpose.

Article 28.- Formalisation of the contract

28.1.- The employment contract must be concluded in writing, using the official model, clearly specifying the tasks to be performed, which must be directly linked to the research activity to be carried out within the framework of the respective research or technological development project, programme or contract.

28.2.- The contract may be concluded on a full-time or part-time basis. A probationary period may be established of three months for contracts of indefinite duration and for temporary contracts lasting more than six months, and of one month for temporary contracts of up to six months.

Article 29.- Integration into the research team

29.1.- The employee shall carry out their work within the research team responsible for conducting the research covered by the contract, reporting functionally to the Director or Principal Investigator responsible for the coordination and control of the research programme, project or contract.

29.2.- The employee's workplace shall be the one where the activities of the research project, programme or contract are usually carried out; however, in order to safeguard the results of the research, where it is essential for the performance of the subject matter of the contract that certain work be carried out at another location or at a time other than that established, the employee shall be obliged to carry out the research with such modifications, without this altering the nature of the temporary relationship.

Article 30.- Remuneration

The remuneration of this staff, as well as all remuneration-related matters arising from this type of employment contract, must be included in the financed cost of the corresponding research project, programme or contract, always respecting the statutory minimums. Consequently, the earmarked income must cover all the salary costs associated with the recruitment of employed staff, and the salary costs of staff recruited under projects may not be charged to Chapter 1 (own staff). That earmarked income must cover the total remuneration received by the research staff member (net salary, seniority payments, social security contributions and personal income tax), as well as any settlement and severance payments legally due.

Article 31.- Duration

31.1.- The contract shall end when the research project, programme or contract to which it is linked is completed, or in any of the cases laid down in the legislation in force or in these Regulations.

31.2.- The sum of the initial period of the contract and of any extensions made may not exceed the period of validity of the research project, programme or third-party research contract from which it arises.

31.3.- In all cases, the duration of the contract shall be linked to budgetary availability. Exhaustion of the budgetary appropriation earmarked for the payment of the costs of the contract shall entail its termination pursuant to Article 52(e) of the Workers' Statute.

31.4.- Contracts concluded under the Recovery, Transformation and Resilience Plan shall not be subject to the presumption of an indefinite employment relationship laid down in Article 15.5 of the Workers' Statute regarding the succession of temporary contracts over 18 months within a 24-month period.

31.5.- The Director or Principal Investigator of the project, programme or contract shall inform the Vice-Rectorate competent in research matters of the contract's end date one month in advance. In turn, the University of León shall give the employee written notice of termination of the contract at least 15 days in advance, unless the requirements for extending the contract in accordance with the following Article are met. In the event of total or partial failure to give such notice, the employee shall be entitled to compensation equivalent to the salary corresponding to the notice period not observed.

31.6.- Termination of the contract owing to insufficiency of the budgetary appropriation shall entitle the employee to compensation of twenty days per year of service, with periods of less than one year prorated by month and up to a maximum of twelve monthly payments, in accordance with Article 53.1(b) on termination of the employment contract on objective grounds.

Article 32.- Participation in teaching duties

1. Persons concerned who are employed as full-time research staff may apply to their Departments to take part, on an exceptional basis, in teaching duties.

2. Once the applicant's participation in teaching duties has been accepted, the Departments shall be responsible for assigning the teaching activity to be carried out, which shall require the agreement of the person concerned and of the Principal Investigator responsible for their contract.

3. A Principal Investigator who consents to a research employee of their team carrying out teaching duties shall be obliged to maintain that person's employment for the full academic year.

Only the Vice-Rector with competence in research matters may release the Principal Investigator from that obligation by means of a reasoned decision on justified grounds.

Failure by the Principal Investigator to comply with that commitment to maintain employment for the full academic year shall give rise to disciplinary liability and to a claim by the Vice-Rectorate for Research for all damages caused by the breach of the aforementioned commitment to maintain employment. For the purposes of these Regulations, such damages shall be assessed in each specific case jointly by the Vice-Rectorate for Academic Staff and the Vice-Rectorate for Research.

In the case of teaching on Master's or doctoral programmes, participation must be approved by the coordinating committees of the corresponding degree or programme.

4. In all cases, the Departments shall forward the applications, specifying the courses in which the person is to participate and the number of hours. The corresponding form shall be published on the website of the Vice-Rectorate with competence in academic staff matters.

5. With a view to planning the academic year, teaching participation must be authorised before it begins. To that end, applications must be sent to the Vice-Rectorate for Academic Staff before 30 September.

6. Applications for participation in teaching and for teaching duties not envisaged within that deadline may be submitted until 31 January, and only where they are to be carried out in the second semester.

7. Applications for participation in teaching shall be authorised by the Vice-Rectorate with competence in academic staff matters and shall be subject to a maximum teaching load established by decision of the Vice-Rectorate with competence in the matter, taking into account the limits laid down in the legislation in force.

8. The teaching assigned to the collaborator shall be teaching in activities and groups already existing in Bachelor's degree programmes (unless the collaborator holds a doctoral degree, in which case they may also participate in Master's degree programmes).

9. This type of participation shall be strictly academic and shall not entail the provision of administrative or employment services.

CHAPTER VI.- RESEARCH STAFF FROM RESEARCH PROGRAMMES

Article 33.- Stabilisation

33.1.- The University shall be obliged to make the reservation established each year by state legal provisions for the recruitment, as permanent employed staff, of doctoral research staff who have completed the Ramón y Cajal Programme or other recognised national or international programmes of excellence listed in Annex IV of the Resolution of 4 November 2020 of the General Secretariat of Universities (Official State Gazette of 10/11/2020), or any other programme presenting a quality indicator similar to those mentioned and recognised as such by the General Secretariat of Universities, which has made it possible to obtain the I3 certificate in previous calls, or who hold the R3 Certificate established in Article 22 of Law 14/2011 of 1 June on Science, Technology and Innovation. The University of León shall likewise fulfil the same commitment where so provided in the rules applicable to other research categories.

33.2.- The purpose of this reservation is the stabilisation of such staff.

Article 34.- Participation in teaching duties

Once stabilised, this research staff shall devote most of their working time to research, without prejudice to their participation in the teaching duties of the field of knowledge to which their post is attached. Participation in teaching shall comply with the provisions established by the University of León in the Academic Workload Plan for Civil-Servant and Contracted Teaching and Research Staff for each academic year.

CHAPTER VII.- COMMON RULES ON THE SELECTION PROCESS FOR THE DIFFERENT RESEARCH SCHEMES

Article 35.- General principles

The selection of research staff recruited through the University of León's own programmes shall be carried out in accordance with the principles of equality, merit, ability, publicity and open competition, as provided for in the LCTI.

Selection procedures for research staff shall be governed by these Regulations, but not by the provisions of the Collective Agreement in force for Teaching and Research Staff of the Public Universities of Castilla y León as regards selection, working time and remuneration.

Article 36.- Call for applications

36.1.- The call shall be published on the website of the University of León, in a section set aside for that purpose, with the application deadline set out in the call, which shall not be less than 5 working days; it shall be issued by the Vice-Rector with competence in research matters, where appropriate at the request of the Principal Investigator of the research project, programme or contract that is to fund the recruitment.



36.2.- The call shall include the type of selection procedure, the requirements and conditions to be met by applicants; the tests or merits to be assessed and the selection criteria; the composition of the selection body; the maximum duration of the selection process; the number of vacancies, together with an express statement that no more applicants may be declared successful than the number of posts advertised; the financial allocation; the research project, programme or contract that will fund the post; an adequate description of the tasks to be performed; the working time or schedule and, where applicable, time-recording systems; the remuneration; the deadlines for submitting applications, appeals and decisions; and an indication as to whether candidates may be placed on a reserve list.

A model application form shall also be attached to the call.

Article 37.- Selection committee

37.1.- Selection shall be carried out by a Committee composed of:

- a) The Vice-Rector with competence in research matters, or the person delegated by them.
- b) The Head of the Department, Centre or Research Institute to which the research project, programme or contract is attached.
- c) The researcher responsible for the research project, programme or contract.
- d) A civil servant of the Human Resources Service, who shall act as Secretary with the right to speak but not to vote.

37.2.- The Committee, acting with independence, impartiality and professionalism, shall propose the candidate or candidates obtaining the best assessment for recruitment by the Rector or the Vice-Rector delegated by them.

37.3.- The selection committee shall respect the principle of balanced representation of women and men.

FIRST ADDITIONAL PROVISION

It shall be the responsibility of the Vice-Rector with competence in research matters and of the Research Committee to ensure compliance with the provisions of these Regulations, as well as to issue the implementing rules necessary for their application.

SECOND ADDITIONAL PROVISION

One-off payments relating to staff with a scientific and technical activities contract and to staff funded by contracts governed by Article 60 of Organic Law 2/2023 of 22 March on the University System (LOSU) for the performance of scientific, technological, humanistic or artistic work must be expressly authorised by the Rector or the person delegated by her.



THIRD ADDITIONAL PROVISION

As a minimum, research staff shall receive the salary established in the call for the post, regardless of whether the successful applicant holds a qualification higher than that required in the call.

REPEALING PROVISION

The Regulations on the Research Staff of the University of León, approved by the Governing Council on 21 June 2017, are hereby repealed.

FINAL PROVISION

These Regulations shall enter into force on the day following their publication in the Official Gazette of Castilla y León, and shall be published on the University's website.