

# UNIVERSITY OF ABERDEEN

## COLLECTIVE AGREEMENT ON THE MANAGEMENT OF STAFF CONTRACTS OF EMPLOYMENT

### 1 INTRODUCTION

The University of Aberdeen recognises the contribution of all staff to delivering our overall aim of becoming one of the top 100 world-leading Universities. Our staff are critical to our success in delivering outstanding teaching and to conducting pure and applied research at the highest levels. We also rely upon our staff to deliver support services of the highest standard to our academic community.

The University also recognises the need to ensure that staff feel secure and are appropriately supported and developed throughout their employment. We are therefore committed to adopting 'open-ended' contracts as the standard form of contract of employment and to ensuring our staff receive regular feedback on their performance and encouragement to engage in staff and career development opportunities. However, it remains incumbent upon the University to operate within the constraints placed upon it by funding arrangements and financial restrictions. Whilst we are committed to using open-ended contracts as the standard form of appointment there will still be a role for other types of employment contract within the University.

All other terms and conditions of employment remain unaltered by the introduction of this policy.

This document outlines the procedures that have been jointly agreed with the relevant recognised campus Trades Unions for the management of all forms of staff contracts of employment at the University.

### 2 GENERAL PRINCIPLES

- The University undertakes to treat all staff with fairness, respect and dignity at all times;
- The University recognises open-ended contracts as the standard form of employment contract and will appoint new and existing staff to open-ended contracts unless necessary and objective reasons justify the use of an alternative type of employment contract.

### 3 CONTRACTS OF EMPLOYMENT

Contracts of employment set out the terms and conditions under which an individual is employed. Such terms and conditions will specify the line management arrangements that apply to the appointment and will incorporate a requirement to adhere to University policies and procedures. The job description will outline the duties and responsibilities for the position.

Depending on specific circumstances, the University will make use of different types of employment contract to define the employment relationship:

- **Open-ended contracts:** We will use open-ended contracts as the standard form of appointment. Open-ended contracts have no specified end date. Open-ended contracts may be subject to termination in certain circumstances, see paragraph 6 below.
- **Fixed-term contracts:** Fixed term contracts will only be used where there is an objective and justifiable reason for their use. Fixed term contracts will normally only be used for one-off, non-recurring appointments for a period of less than 9 months in duration. Examples of situations where fixed term contracts will be offered are as follows:
  - The post requires specialist skills for a limited period or is to accomplish a particular task or project for a limited period of less than 9 months duration;

- Where the student or other business demand can be clearly demonstrated as particularly uncertain;
- Where the appointment is to provide cover for a member of the University's staff who is absent for a limited period and who will be returning to their post, eg. Maternity leave, sickness leave, career break, secondment or sabbatical leave. In these circumstances, fixed-term appointments may be for a longer duration to coincide with the expected period of absence;
- Where duties are envisaged as being rotational ie where an individual has an indefinite contract but is appointed to undertake different duties for a specified period after which they will revert to their substantive appointment;
- Where the post is a clearly defined training or career development position.

#### 4 OTHER TYPES OF CONTRACT

- **Zero hours contracts:** In certain circumstances it will be appropriate to offer an individual a zero hours contract. Zero hours contracts allow the engagement of individuals as and when they are needed and the control of tasks when they are working at the University. There is no mutuality of obligation between the University and the individual, ie. the University is not obliged to offer the individual work, and the individual does not have to accept any work offered. This group of individuals are defined as 'workers' and not employees. Zero hours contracts have no set restriction on either the duration of the contract or the amount of hours an individual can work (subject to Working Time Regulations and immigration /restrictions). However the amount of hours being worked and the expected duration of the work will need to be reasonable. Workers are not expected to undertake a regular pattern of work and should such a regular pattern develop these individuals will be classed as employees and will require to be translated onto an appropriate contract of employment.

The University has agreed '**Temporary Services**' procedures for the appointment of individuals on a casual or hourly paid basis up to a level of 0.1 FTE per annum to resource periods of pressure, unexpected absence or specialist expertise within Schools or Sections. Individuals appointed through the Temporary Services route are not employees but are nevertheless entitled to receive limited statutory and occupational benefits.

#### 5 CONSULTATION ON AVOIDANCE OF REDUNDANCY

The University has an agreed policy on the avoidance of redundancy and, in accordance with the terms of this policy a full consultation process will be undertaken with staff at risk of redundancy prior to any notice of dismissal taking effect.

Where appointments are to posts which support an activity with an expected completion date this will be explained in an individual's offer letter and supporting documents issued as part of the recruitment process. From the beginning of financial year 2010/11 where a post supports an activity with a known expected completion date of 12 months or less the University will write to the individual affected and also to the individual's line manager with the expectation that they will meet and engage in exploring opportunities for continued employment at the University. This early reminder is in addition to the University's Avoidance of Redundancy Policy and is intended to further reduce the chance of an individual facing involuntary redundancy.

#### 6 CONCLUDING CONTRACTS OF EMPLOYMENT

Contracts of employment may be lawfully terminated by the University or the employee in three main ways through the provision of an appropriate period of notice, if necessary, as

specified in the contract. The circumstances where the contract of employment may be lawfully terminated are restricted to resignation, dismissal or mutual agreement. Dismissal includes termination on grounds of retirement, capability, misconduct, redundancy or some other substantial reason.

#### **Dismissal of Staff on Fixed-term Contracts**

Staff appointed on a fixed-term contract for a single or cumulative period up to a maximum of nine months: these employees will be deemed to have been served notice upon the commencement of their appointment and their contract will terminate at the specified end date without any further procedure being required.

Staff appointed on a fixed term contract for a cumulative (or in exceptional circumstances a single) period exceeding nine months may be dismissed at the conclusion of the appointment following application of the University's agreed redundancy procedure.

#### **Dismissal of Staff on Open-ended Contracts**

Staff appointed on open-ended contracts (including open-ended contracts with project or funding end dates) who, during the course of their employment, become at risk of redundancy may be dismissed following the application of the University's agreed redundancy procedure.

### **7 EXTENDING EMPLOYMENT**

Fixed term contracts of less than 9 months' duration can be extended at any time prior to the end date, but such extensions will not normally result in the member of staff being employed on a fixed term contract for a period of more than 9 months, unless it is for the purposes of continuation of cover for specific staff leave as outlined in Section 3.

### **8 TRANSITION**

The parties to this agreement acknowledge that there will be an essential period of transition required to accommodate the terms of this agreement within standard operating procedures at the University, particularly in relation to the contracts of existing staff. It is expected that the terms of the agreement will be implemented in full by 1 August 2010.