

## **University of St Andrews**

### **University Court and St Andrews UCU**

#### **Agreement on the use of Fixed Term Contracts**

The University and St Andrews UCU have agreed the attached procedure in dealing with staff on Fixed Term Contracts. As part of the agreement, the following will be actioned from 1 January 2006.

A review will be undertaken of all academic and academic related staff on fixed term contracts:

- a) who will be in post on the 1<sup>st</sup> January 2006, and
- b) who have had more than one successive fixed term contract at the University, and
- c) have been continuously employed by the University for four years or more on the 1 January 2006

The University will consider transferring such members of staff to standard contracts unless there is an objectively justifiable reason for not doing so. This review will be undertaken by: the Master, the appropriate Vice Principal, HR representative and the relevant Head of School/Unit.

Where it is decided that a standard contract will not be offered, a meeting will be held with the member of staff to discuss this. It is likely a Head of School/Unit will do this in the first instance. Should a member of staff disagree with this, an appeal should be submitted to the Director of Human Resources outlining the reasons for the appeal.

From the 1<sup>st</sup> January 2006 there will be a rolling review of all academic and academic related fixed term staff who attain four years service and have had more than one successive fixed term contract at the University.

# University of St Andrews

## Fixed Term Contracts

### Agreement between the University of St Andrews and St Andrews UCU on the use of Fixed Term Contracts for Academic and Academic Related Staff

#### 1. Introduction

The University is committed to ensuring that all staff employed on Fixed Term Contracts are treated as favourably as those on standard contracts in relation to pay, benefits, training, promotion and career development. In line with this commitment, and the provisions of the Fixed Term Employee (Prevention of Less Favourable Treatment) Regulations 2002, the University and St Andrews UCU are jointly committed to ensuring good practice is fully implemented and the use of successive fixed term contracts is minimised.

The aim of this policy is to

- \* reduce the use of fixed-term contracts within the University
- \* provide for the transfer of fixed-term staff to standard contracts
- \* specify the circumstances in which fixed-term contracts may be used
- \* specify how fixed-term contracts will be managed
- \* identify specific issues in relation to contract research staff and casual staff
- \* specify the action required at the termination of a fixed-term contract.

As part of this policy, the University will carry out an annual audit of the use of fixed-term contracts across the University which will include equality data and will share the results with the UCU. If the use of fixed-term contracts does not significantly reduce or there are equality implications the university will take action, agreed with the UCU, to address the situation.

The University:

- aims to achieve a major reduction in its reliance on fixed term contracts - in future, fixed term contracts will only be used for academic and academic related staff in specifically defined circumstances where objective reasons are given;
- accepts that the reduced use of fixed-term contracts may result in an increased number of redundancy situations affecting members of staff on standard contracts;
- will comply, as a minimum, with the Fixed Term Employee Regulations;
- will ensure that no engineered breaks of service are used to avoid the requirements of the Fixed Term Employee Regulations or University policy;
- will not award fixed term contracts for a period longer than 4 years, other than in exceptional circumstances; and
- will ensure that there are no more than three successive renewals or extensions for periods of one year or less of a fixed term contract of one year or less other than in exceptional circumstances.

It should be noted that there will always be a requirement for some Fixed Term Contracts due to the nature of the business undertaken by the University.

The University is the employer and therefore overall responsibility for the management of fixed-term contracts is held centrally. For 6 months from the introduction of this agreement, Human Resources will closely monitor the use of fixed term contracts within the University, thereafter Heads of Schools/Units should seek advice from Human Resources when there is any doubt as to the appropriate use of a fixed term contract as described in the University policy and in accordance with the fixed-term employee regulations.

The University will ensure that this policy is brought to the attention of all managers and staff and is well publicised.

The University will also take steps to monitor the implementation of the policy centrally and react to any identified instances of non-implementation.

## **2. Use of Fixed Term Contracts**

Fixed term contracts will only be used in the University for transparent, necessary and objective reasons. The DTI definition of objective justification is appended to this agreement. It is jointly recognised that some use of fixed term contracts will remain appropriate in specifically defined circumstances, which are:

- a) The post is a clearly defined training or career development position;
- b) The appointment is to a temporary, personal research fellowship;
- c) The post is a first position within the University and the fixed term is for four years or less;
- d) The post is a secondment;
- e) The post requires specialist skills for a limited period or is to accomplish a particular task or project for a limited period;
- f) The appointment is to provide cover for a member of the University's staff who is absent for a limited period (for example on externally funded research leave, maternity leave, sickness absence, career break, secondment or sabbatical leave);
- g) The post is wholly or mainly concerned with a specific business or academic activity which the University has decided will cease within 18 months (12 months as of July 2006).
- h) Other exceptional circumstances.

However, the temporary nature of external funding, will not, of itself, be an objective reason for the use of a fixed-term contract.

Issues of performance or quality will not be used to establish whether or not a fixed-term contract should be used. Performance and quality issues will be dealt with in accordance with the University's procedures on such issues.

## **3. Equal Treatment**

The Fixed-Term Employee Regulations require that staff employed on a fixed term basis enjoy the same terms and conditions as comparable permanent staff. The requirement for equally favourable treatment in terms and conditions has been University policy for many years and the University will continue its commitment to rectify any inequalities of treatment brought to its attention. Members of staff on fixed term contracts shall:

- a) receive a statement of their terms and conditions of employment;
- b) be treated as favourably as those on standard contracts, for example, in relation to pay, staff benefits, training, promotion, career development and information about job vacancies ;
- c) be able to discuss with their line manager whether permanent employment is justified;

- d) be able to discuss with their line manager their career options;
- e) within 21 days of a request, receive a written statement explaining any differences in their employment arrangements from those of comparable permanent employees;
- f) be able to participate in the governance of the University

#### **4. Renewal of Fixed Term Contracts**

In the light of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, from January 2006, the University will undertake a thorough review of all extensions to Fixed Term Contracts where a member of staff has been employed for a period of four years or more. This review will involve considering whether or not there are objectively justifiable grounds for not transferring the member of staff to a standard contract by considering the reasons given in section 2.

Where the grounds are not objectively justified, the University will transfer the member of staff to a standard contract. Where a further extension to a Fixed Term Contract is given, the member of staff will be provided in writing of the reason for this extension within 21 days of this decision being made.

The member of staff will have the right to appeal this decision by writing to the Director of Human Resources within 10 days of receiving confirmation of the decision stating the grounds of their appeal. A standing panel including a lay member of Court (in particular the convenor of the Staff Committee) and a Vice Principal or appropriate substitute (not previously involved in the case) will be organised to hear the appeals. The panel will be drawn from a pool of appropriate people with appropriate expertise. This will ensure consistency in the outcomes of appeals.

The appeal procedures will be those outlined in the appropriate University grievance procedure until a new appeal mechanism is identified in the forthcoming Redundancy Policy. The member of staff will have the right to be accompanied at the appeal.

#### **5. Particular Groups of Staff**

##### *5.1 Contract Research Staff (CRS)*

The University recognises that the use of fixed-term contracts within research for the employment of CRS is widespread. This policy applies to CRS as it applies to other staff groups and the commitment to the reduction in the use of temporary contracts extends to research staff.

Research staff will only be placed on a fixed-term contract if the use of such a contract is in accordance with section 2.

Every use of a fixed-term contract will need to be objectively justified with reference to the criteria in section 2.

The University acknowledges that this represents a major overhaul of the way in which research staff are employed with a significant transfer to, and future use of, standard contracts. CRS will no longer be appropriate terminology for groups of research staff who should be referred to by reference to their job title (e.g. level 2 researchers).

The University recognises that additional funding provided for research through full economic costing should allow for investment in the research staffing infrastructure including investment that will allow continuity of employment between externally funded research projects.

Examples could include the use of bridging funds, retraining budgets, the establishment of pools of researchers or a redeployment database.

In this way the University will retain high quality, experienced staff and employees will maintain their continuity of employment.

The University also re-iterates its commitment to the active management of research careers and the concordat for the career management of contract research staff.

## 5.2 *Casual Staff*

The University also recognises that casual staff also form a large and distinctive group particularly affected by the use of fixed-term contracts.

The University is committed to implementing specific arrangements, compliant with the Fixed Term Regulations, in relation to these staff. It has been agreed that these arrangements will be dealt with in association with Framework Agreement negotiations concerning casual staff.

## **6. Non Renewal of a Fixed Term Contract**

The University recognises that the ending of a fixed-term contract is a dismissal in law. In most cases, the dismissal will constitute a redundancy.

The University will take all necessary and appropriate steps to avoid compulsory redundancies of both permanent and fixed-term staff.

Wherever a fixed term contract is due to terminate, the procedure shall be as set out in the University's Dismissal Procedures for the ending of Fixed Term Contracts. As provided in the procedures, a member of staff will have the opportunity to meet with their Head of School/Unit or another appropriate person designated by the Head of School/Unit to discuss the renewal/non renewal of the Fixed Term Contract, provided with a written reason following the meeting and provided with the right to appeal against dismissal.

The University is committed to consulting with the recognised trade unions about any potential redundancies and will consider transferring the employee to a standard contract if the work is ongoing, extending the fixed-term contract (in accordance with section 2), providing alternative work or funds for a temporary period where available (for example between grants) or appointing the employee if suitably qualified to a suitable vacancy (either on a standard or a fixed-term contract in accordance with section 2). The University and UCU have agreed to develop a redeployment policy to assist this process.

Where the employee does not want to be considered for redeployment or the redeployment process has been unsuccessful, the University's redundancy procedure will be applied.

## **7. Exceptional circumstances**

Where a member of staff disagrees that circumstances are exceptional, as set out in this agreement, he or she has a right of appeal. In addition there will be regular, e.g. six monthly, meetings between the University and the UCU to discuss circumstances that have been determined by the University to be exceptional. In the event of disagreement as to what amounts to exceptional

circumstances, the UCU will have the right to draw the matter to the attention of the University Court.

**8. Review of Agreement**

This agreement will be jointly reviewed on an annual basis by the University Court and St Andrews UCU.

## Appendix

### Definition of Fixed Term and Standard Contracts

In this agreement, “fixed-term contract” is defined in accordance with the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002; that is, as a contract of employment that, under its provisions determining how it will terminate in the normal course, will terminate:

- a) on the expiry of a specific term, or
- b) on the completion of a particular task, or
- c) on the occurrence or non-occurrence of any other specific event other than the attainment by the employee of any normal and bona fide retiring age in the establishment for an employee holding the position held by him or her.

A “standard contract” is a contract which is open-ended and is not for a fixed term, but any such contract may be lawfully terminated in various circumstances, including resignation, retirement, ill-health, gross misconduct and redundancy.

### DTI reasons for objective justification

<http://www.dti.gov.uk/er/fixed/fixed-pl512.htm>

The DTI compliance guidance for employers advises that a renewal of a fixed-term contract after four years will be justified on objective grounds if it can be shown that the use

- is to achieve a legitimate objective (for example a genuine business objective)
- is necessary to achieve that objective
- is an appropriate way to achieve that objective

### Regulations and Guidance

The Fixed Term Employee (Prevention of Less Favourable Treatment) Regulations 2002

<http://www.opsi.gov.uk/si/si2002/20022034.htm>

Joint Negotiating Committee for Higher Education Staff (JNCHES) guidance on fixed-term and casual employment.

[http://www.ucea.ac.uk/ft\\_cgguide\\_aug2002.html](http://www.ucea.ac.uk/ft_cgguide_aug2002.html)

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