

Collective Agreement – Changes to Terms and Conditions of Employment, 2015

Following negotiations with the recognised Campus Trades Unions (UCU, Unite, Unison and Prospect) a Collective Agreement has been reached, approved by Court on 8th December 2015, resulting in changes to terms and conditions of employment as outlined below.

- 1. Hours of Work** – For full time staff, a 40 hours working week, which assumes a 30 minute break ie 37.5 hours working time. Although of course all employees are entitled to take a longer break on the basis that 37.5 hours working time is fulfilled. Please note existing working week arrangements for support staff and clinical staff remain. The clause in contracts for academic/academic related staff is as detailed below.

You are engaged on a <full time/part time %> schedule. A full time schedule is based on the requirement that you will normally work an average of 37.5 hours per week to a total of 1650 hours per annum in order to fulfil the duties of the post. You are not entitled to hold any other appointment or undertake any work which, in the opinion of the University Court, may impair or hamper the due discharge of your duties.

- 2. Place of Work** – the clauses below have been agreed in respect of travel requirements. ‘Travel requirements fundamental to a role’ will only form part of new contracts of employment where working overseas is identified as a requirement. For all existing staff the ‘travel requirement possible in a role’ applies.

travel requirement fundamental to role

It is a fundamental requirement of your employment that you will spend periods of time working overseas on short or long term assignments and that you will also work for periods of time in other locations within the UK. On the occasions when you are required to work outside the United Kingdom for more than one month, you will receive a written statement in line with current legislation, including any terms relating to your return to the United Kingdom. Short term and long term assignments outside the United Kingdom will be structured in accordance with the University's Internationalisation Policy.

Or

travel requirement possible in role

The University may request you to work for periods of time in other locations within the UK and to undertake short term or long term assignments overseas. In the event that you are required to work outside the United Kingdom for more than one month you will receive a written statement in line with current legislation, including any terms relating to your return to the United Kingdom. Short term and long term assignments outside the United Kingdom will be structured in accordance with the University's Internationalisation Policy.

- 3. Probation** - 12 month probationary periods are introduced for all appointments other than academics (where 3 years are already in place) and support staff (where 6 months are already in place). **This applies to all newly appointed staff going forward.**
- 4. Duties** – a clause has been added to include working solely for the University unless consent is granted. The detail of the clause is provided below. **This applies to all staff with immediate effect.**

You must not, without the University's prior written consent, be in any way directly or indirectly engaged or concerned with any other business or employment whether during or outside your hours of work for the University. Consent will not be unreasonably withheld.

The University Court may permit full-time Academic and Academic-Related Staff to undertake further activities/consultancy of their own choice, within their own area of academic and/or professional expertise. Such further activities and arrangements for any related payments may require to be authorised and registered in terms of the University's current Intellectual Property and Spin-Out Company Policy which is available on the University's website and from HR.

The University Court also permits staff to undertake specific activities associated with their professional activities, such as external examiner or assessor, without having to seek consent. In any case of doubt, please discuss with your line manager.

- 5. Confidentiality** – the clause has been expanded to include a comprehensive definition of confidential information as detailed below. **This applies to all staff with immediate effect.**

In the course of your duties you may have access to Confidential Information of the University and confidential personal information relating to individuals, including, but not limited to, patients, other members of staff, students, applicants for admission to courses and applicants for posts within the University.

"Confidential Information" includes all of the University's' trade secrets, confidential and proprietary information, and all other information and data that is not generally known to third persons who could derive economic value from its use or disclosure, including, without limitation the University's know-how, manufacturing methods, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, improvements, specifications, samples, reports, laboratory notebooks, vendor names, customer and prospective customer names, distributor names, cost and pricing information, market definitions, business plans, marketing plans, financial plans, customer and prospective customer development information and strategies, business development opportunities, sales methods, inventions, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information, including compensation, skill, and areas of expertise.

You must not either during this appointment or after it has terminated, divulge or communicate to any person, use for your own purposes or for any purpose other than those of the University or through any failure to exercise due care and diligence, cause any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through your default. If you are in doubt as to what actions should be taken with regard to confidentiality, you should discuss the matter with your Head of School or other appropriate University officer. You should also refer to the University's Ethical Framework on the Boundaries of Confidentiality. This is available on the University's website and from HR.

- 6. Intellectual Property (IP)** - a separate clause has been added to protect IP rights and ensure IP created by staff remains on trust for the University. A separate written undertaking tailored to situations involving spin-out companies has also been created. **This applies to all staff with immediate effect.**

The definitions in this clause apply in this agreement

"Employee Inventions" means any invention, idea, discovery, development, know-how, process, technique, formula, circuit, design, trademark, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium, which is made wholly or

partially by you at any time during the course of your employment (whether or not during working hours or using University premises or resources, and whether or not recorded in material form)

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Works" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by you in the course of your employment

You shall give the University full written details of all Employee Inventions and Works embodying Intellectual Property Rights made wholly or partially by you at any time in the period of your employment. You acknowledge that all Employee Inventions and Intellectual Property Rights subsisting (or which may in the future subsist) in all such Employee Inventions shall automatically, on creation, vest in the University absolutely. To the extent that they do not vest automatically, you agree to hold them in trust for the University.

You undertake, at the expense of the University, at any time during your employment and for a period of twelve (12) months thereafter, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the University, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the University and to defend the University against claims that works embodying Intellectual Property Rights or Employee Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in any Works and any Employee Inventions and do all acts as may, in the opinion of the University, be necessary to assert its rights.

You waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future Works.

You irrevocably appoint the University to be your attorney and on your behalf to execute documents and do all things which are necessary or desirable for the University to obtain for itself or its nominee the full benefit of all Intellectual Property Rights. A certificate in writing, signed by the Secretary to the University or a Vice Principal, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

- 7. University Property** - a separate clause has been added to ensure the property of the University is returned at the University's request and on termination. Additional items can be added as required. **This applies to all staff with immediate effect.**

You agree to return to the University at any time on request and in any event on the termination of your employment:

1. *in good condition and order, subject to fair wear and tear, all property of the University in your possession or under your control including, but not limited to all keys, mobile telephones, lap-top computers, fax machines, pagers, security passes or credit cards; and*
2. *all correspondence, books, papers, files, documents and records (whether kept in hard copy or stored in electronic or in some other form), all computer discs and tapes which belong to or relate to the University and agree that you will not make or retain copies or extracts of the same in any form.*
8. **Clinical Contracts** - for staff employed to undertake Clinical activities additional clauses have been added to provide clarity around the interdependence of the employment contract and honorary status required with NHS Grampian. Additionally a clause has been added to ensure that staff are aware that it will be necessary to share information between the University and NHS organisations to enable appropriate regulation of clinical activities. This applies to clinical staff with immediate effect.