



### **1. Appointment**

This 'statement of terms and conditions' of employment accompanies your Letter of Appointment. The appointment is made by the University Court of Abertay University (hereinafter referred to as "the University").

You are expected to reside within reasonable commuting distance (normally regarded as 1 hour 30 minutes each way) of the University that will enable you to perform your contractual duties competently, efficiently and effectively.

By the signing of the Letter of Appointment you confirm acceptance of these terms and conditions and warrant that you are entitled to work in the United Kingdom without any additional approvals and will notify the University immediately if you cease to be so entitled during the appointment.

### **2. Location**

The role you have been appointed to will be located at the University campus, or at an alternative business location as specified in the Letter of Appointment.

According to the needs of the School/Service and/or the University, you may, from time to time, be required to carry out duties at another location designated by the University. Where appropriate to the role, this may include reasonable time overseas. However, you shall not normally be required to work outside the UK for any continuous period of more than one month. Should the University or any part of it be resituated elsewhere, you will be expected to relocate to the new site if it is within a reasonable distance. The University reserves the right to change the School/Service within which you are employed at some future date.

### **3. Service**

#### **3.1 Continuous Service**

Your appointment shall be deemed to have commenced on the start date set out in the Letter of Appointment and shall continue, subject to the remaining terms of this agreement, until terminated by either party in accordance with clause 7 of this Statement. Your date of continuous service is the date upon which you commenced continuous employment with the University. No employment with a previous employer counts towards your period of continuous employment with the University subject to clause 3.2 below.

#### **3.2 Reckonable Service**

Reckonable service with other Universities or Further Education Colleges or other organisations covered by the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 will be recognised for the purposes of Redundancy payments. Your reckonable service date is set out in the Letter of Appointment.

### **3.3 Probation**

Your probation period is set out in the Letter of Appointment. The purpose of probation is to monitor the performance of newly appointed staff and provide the appropriate direction, guidance and support to enable them to perform their role competently, efficiently and effectively.

Continued employment with the University is conditional upon you carrying out the duties during the probationary period to the satisfaction of the University and successfully completing all the required elements of probation. Your employment may be terminated during the period of probation.

The University also reserves the right to extend the period of probation, in accordance with the Probation Procedure.

A copy of the Probation Procedure can be accessed via MyAbertay.

## **4. Hours of Work**

### **4.1 Abertay University**

Hours of work are stated in the Letter of Appointment. You are expected to work competently, efficiently and effectively to fulfil the duties of the role you have been appointed to, and may be required to work such other hours as may reasonably be required. For certain roles this may include attendance at the University in the evenings and/or at weekends. Unless stated otherwise in the Letter of Appointment you will not be entitled to any additional pay for overtime work in excess of your normal hours of work.

### **4.2 External work (paid or unpaid) and other appointments**

You may not, whether on your own behalf or for any third party, undertake or agree to undertake any other paid or unpaid employment, office, appointment or work, without the written permission of the University (which shall not be unreasonably withheld). Such request for permission should be submitted to the Director of Human Resources and Organisational Development, with a copy to the Dean of School/Director of Service. This does not apply to an employee who is hourly-paid.

The University is required to monitor compliance with the maximum working week in terms of the Working Time Regulations 1998. If you do have other work then you are required to notify the Director of Human Resources and Organisational Development and your line manager.

## **5. Duties and responsibilities**

### **5.1 Duties**

The principal duties and responsibilities of the role you have been appointed to are detailed in the job description. This is not an exhaustive list of duties you may be required to undertake. Your duties will be such as may reasonably be assigned by your line manager for your role.

You are also expected to maintain a level of satisfactory performance of the duties of the role and enhance your skills, knowledge, experience and expertise accordingly by engaging in appropriate work and development activities appropriate to your role.

## **5.2 Academic Freedom and Responsibility (for academic and research staff)**

The University is committed to sustaining an environment within which intellectual and academic activities can be freely and effectively exercised. Consequently, in carrying out any academic duties the University recognises your freedom, within the law, to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing yourself in jeopardy of losing your role or privileges in the University.

However, it is expected that these freedoms are exercised responsibly and that you honour your mutual obligation of good faith, trust and confidence and uphold the reputation and interests of the University.

By the signing of the Letter of Appointment you confirm acceptance of these terms and conditions and agree that you will not, whether directly or indirectly, make, publish or otherwise communicate any adverse, untrue, misleading or derogatory statements, whether in writing or otherwise (including comments from which the University may be identified), concerning the University and/or its officers, employers, Court members, students or other stakeholders.

## **5.3 Qualifications and Memberships of any professional or regulatory bodies**

Any specific qualifications and/or memberships of any professional or regulatory bodies that your role requires you to hold and maintain are stated in the Letter of Appointment.

You are responsible for payment of all costs relating to the holding and maintaining of any qualifications and memberships stated in the Letter of Appointment. In any circumstances where the University has (in its absolute discretion) paid or made a contribution to these costs, you shall be required to make repayment of any such sum paid by the University should you leave the University's employment within 6 months of the said payment.

## **6. Remuneration and Pension**

### **6.1 Pay scale and starting salary**

You will be appointed on the pay scale corresponding to the designated grade of the role you are appointed to. Your role grade and starting salary are detailed in the Letter of Appointment.

### **6.2 Incremental progression**

The normal practice is that you will be appointed on the first point of the appropriate grade. You will proceed through the grade to its top by annual increments payable on 1 August of each year. However, if you are appointed on a date between 1 February and 31 July in any year you will receive an increment on the pay scale on the 1<sup>st</sup> of the month after completing six full calendar months of service and thereafter increments on the pay scale shall be payable on 1 August. In exceptional circumstances the University may defer your progression where serious deficiencies in your performance or capability are identified and where these have been dealt with in accordance with the University's Capability Policy.

### **6.3 Method of payments**

The method of payment is one month in arrears by Banks Automated Clearing System (BACS) directly into a UK bank or building society of your choice, with deduction for national insurance and income tax, if applicable. The University may at its sole discretion make additional payments determined under such local schemes as may be decided by the University.

The University will deduct from your remuneration any sums due from you to the University. These sums may include, without limitation, your pension contributions (if any), and any overpayment (including holiday pay) made to you by the University. Any amounts outstanding on your final day of employment shall be recovered from your final salary as soon as it is reasonably practical and in consultation with you.

For the purposes of the Employment Rights Act 1996, sections 13-27, by the signing of the Letter of Appointment you accept these terms and conditions and you authorise the University to make such deductions.

In circumstances where there is an under payment of salary to you the University will make good any salary under-payments legitimately claimed and verified as soon as is reasonably practicable.

### **6.4 Pension Scheme**

The University provides access to the following pension scheme based on eligibility criteria:

- Scottish Teachers Pension Scheme (STPS)
- Local Government Pension Scheme (LGPS)

Unless you declare in writing that you do not wish to become a member of the pension scheme you will automatically be deemed to be a member from the start of your employment.

Members of staff contributing to a pension scheme will be eligible for benefits in accordance with the terms of that scheme. Employee contributions are deducted accordingly from salary each month and the corresponding employer's contributions are paid by the University.

## **7. Notice and termination**

Your employment is terminable by either party subject to a period of notice, which is stated in your Letter of Appointment. A leaver form should be completed and returned to your line manager.

Written notification of your resignation should be sent to your line manager and copied to the designated HR Partner.

The University reserves the right to summarily dismiss you if you commit a serious breach of your obligations as an employee, for example gross misconduct or any equivalent wrong doing. The University may also at its absolute discretion terminate this appointment without notice and make a payment of basic salary in lieu of notice (or, if notice has already been given, during the remainder of the notice period) less all appropriate deductions for income tax and NI contributions.

## **8. Annual leave**

### **8.1 Annual leave year**

The University's annual leave year runs from 1 September to 31<sup>st</sup> August. In the leave year in which your employment commences or terminates, your annual leave entitlement shall be calculated on a pro-rata basis. Part-time staff accrue annual leave on a pro-rata basis.

### **8.2 Annual leave entitlement**

Your paid annual leave entitlement is specified in the Letter of Appointment. Annual leave entitlement is exclusive of 8 designated days over Christmas and New Year to allow for the University's closure.

### **8.3 Payment for annual leave**

Payment for annual leave is calculated at the rate of 1/260<sup>th</sup> of salary for a day's annual leave.

### **8.4 Requesting annual leave**

Requests for annual leave should be submitted for approval giving notice of at least twice the amount of holidays you are requesting to the Dean of School/Director of Service, or his/her designate e.g. for 2 weeks holiday a request should be made at least 4 weeks in advance before the date on which it is to commence. You should not make any arrangements or book travel or accommodation prior to your request being granted. Every effort should be taken to use holiday entitlement within the annual leave year. There is no entitlement to any payment in lieu of accrued but untaken holiday, except on termination of appointment or as otherwise required by law.

You may, in exceptional circumstances and with the approval of the Dean of School/Director of Service, carry forward a maximum of 5 days annual leave to the next leave year provided that it is taken by the end of November in that leave year.

### **8.5 Annual leave during periods of absence**

Annual leave entitlement will continue to accrue during periods of paid absence through sickness. However, the University reserves the right to reduce on a pro rata basis, based on the length of your absence, your leave entitlement in any leave year in which there occurs a period of continuous sick leave in excess of three months. Your annual leave entitlement in these circumstances shall not fall below your entitlement under the Working Time Regulations 1998 ("the Regulations"), provided you have complied with the notification requirements set out in the Regulations.

### **8.6 Additional annual leave for long service**

Additional annual leave is given for long service, as follows:

- After 15 years' service – an additional one-off 5 working days of paid leave.
- After 25 years' service – an additional one-off 5 working days of paid leave.
- Employees working part time will receive a pro rata allocation of leave commensurate with their contracted hours.

## **9. Sickness Absence**

## 9.1 Allowances

You are required to comply with the University's Absence Management Procedure for the notification and certification of absence. Subject to your compliance with these procedures, you will be entitled to paid sick leave within any rolling period of twelve months for any qualifying days in accordance with the following table:

<b>Length of continuous service</b>	<b>Full Pay Allowance</b>	<b>Half Pay Allowance</b>
During first year	5 weeks	5 weeks
During second year	9 weeks	9 weeks
During third year	18 weeks	18 weeks
During fourth	22 weeks	22 weeks
Five years or more	26 weeks	26 weeks

Sickness allowance is payable only in respect of qualifying days during the working week. The daily rate of sickness allowance is the appropriate weekly rate divided by the number of qualifying days in the week. For employees working other than Monday to Friday, whether on a full time or part time basis, payment will be based on the contracted hours worked in the week.

A copy of the Absence Management Procedure can be accessed via MyAbertay.

### Full Allowance

- Where employees are entitled to Statutory Sick Pay (SSP) in accordance with applicable legislation in force at the time of absence, the full allowance shall be a sum equal to full normal pay, which is inclusive of SSP or any statutory benefit.
- Where employees are or become excluded from entitlement to SSP, the full allowance shall be a sum equal to normal pay.

### Half-Allowance

- Where employees are entitled to SSP or any other statutory benefit, the half allowance shall be a sum equal to half normal pay added to the SSP or any other statutory benefit to which the employee is entitled so long as this sum does not exceed full normal pay.
- Where employees are or become excluded from SSP, the half allowance shall be a sum equal to half normal pay.

The entitlement in respect of any particular absence shall be the entitlement which exists at the start of that absence, after account has been taken of the periods of sick leave granted during the previous twelve months.

## **9.2 Medical**

You agree to consent to medical examination (at the University's expense) by a doctor, medical specialist and/or the University Occupational Health Advisor nominated by the University should the University so require. You agree that any report produced in connection with any such examination will be available to the University and the University may discuss the contents of the report with the relevant doctor.

## **10. Family Friendly and Other Leave Entitlements**

### **10.1 Maternity Leave**

All female employees, irrespective of length of service, are entitled to maternity leave, as specified in the University Maternity Leave Policy.

A copy of the Maternity Leave Policy can be accessed via MyAbertay.

### **10.2 Paternity Leave**

All employees, irrespective of length of service, are entitled to paternity leave, as specified in the University Paternity Leave Policy.

A copy of the Paternity Leave Policy can be accessed via MyAbertay.

### **10.3 Shared Parental Leave**

All employees, irrespective of length of service, are entitled to shared paternity leave, as specified in the University Paternity Leave Policy.

A copy of the Paternity Leave Policy can be accessed via MyAbertay.

### **10.4 Other leave entitlements**

Information concerning employee's statutory rights and other leave relating to adoption, parental leave and time off for dependents are specified in the University Working Time & Leave Framework document.

A copy of the Working Time & Leave Framework document can be accessed via MyAbertay.

## **11. Intellectual Property and Developing Commercial Advantage**

The University is committed to the delivery of real world solutions. Staff and students are often best placed to develop their research into new products or applications which offer these solutions to end users. The University therefore believes that staff and students should have free access to the Intellectual Property they have generated during their research, except in specific circumstances which are set out in the University Intellectual Property policy which can be accessed via MyAbertay.

## 12. Confidentiality

During the course of your employment with the University you may have access to confidential or commercially sensitive information about the University. The University requires that you work with information and knowledge in a manner that reflects the requirements of relevant legislation (including, but not limited to the Data Protection Act 1998, the Freedom of Information (Scotland) Act 2002, and the Copyright Designs and Patents Act 1998) while respecting and protecting the legitimate business interests of the University, including its Intellectual Property.

The disclosure, release or dissemination of information to any party both within and outwith the University must be managed in accordance with University policies, procedures, and guidelines, notably but not exclusively those issued concerning Freedom of Information, Data Protection and Intellectual Property. In particular the release or disclosure of information both internally and externally, including but not limited to, personal data, confidential or sensitive information, is prohibited unless prior consent (and in the case of external disclosure, such consent must be in writing) has been received from an appropriate University officer and in the case of internal disclosure, disclosure must not be made to any person not authorised to work with such material(s) or required to have knowledge of such information. If in any doubt you should not disclose, release or disseminate any such information until they have received consent from the appropriate University officer.

Confidential and Sensitive Information is information of a confidential and/or proprietary nature, including but not limited to technical or commercial information, belonging to or concerning the University and which includes without limitation:

- Trade secrets;
  - Contractual arrangements entered into between the University and third parties;
  - Any information held on database;
  - Research results, business development plans, corporate and marketing strategy;
  - Inventions, designs, programs, techniques, database systems, formulae and ideas, and other Intellectual Property Rights of the University;
  - Any information concerning the business or finance of the University or third party;
  - Any of the strategies, dealings, transactions or Intellectual Property of the University or of any other organisation which have come to your knowledge during employment;
  - Any personal or sensitive data (as defined in the Data Protection Act 1998) concerning any staff, student or third party of the University;
- and
- Any document marked confidential.

You shall only use Confidential and Sensitive information for the purpose of properly performing their duties of employment with the University. You shall not use such confidential information for the benefit of yourself or any other party.

The obligations on confidentiality shall apply during and after termination of employment. However, the obligations of confidentiality set out above shall not apply to information which is within the public domain other than by way of unauthorised disclosure; or required to be disclosed in accordance with law.

Failure to work with and manage information and knowledge in accordance with relevant legislative instruments and approved University Policies (predominantly but not exclusively the Archiving, Data Protection, Records Management and Intellectual Property policies and procedures) may lead to action being taken under the University Discipline Procedure.

Copies of University policies and procedures can be accessed via MyAbertay.

### **13. Public Interest Disclosure**

The University has a policy and relevant procedures that enable employees and students to draw to the attention of the appropriate senior management and/or members of Court matters that would be sufficiently serious to be considered under 'whistleblowing' arrangements. You are required to use these procedures should you have a matter that would reasonably fall within their scope.

A copy of the Public Interest Disclosure Policy can be accessed via MyAbertay.

### **14. Freedom of Information**

The Freedom of Information (Scotland) Act 2002 contains certain absolute and qualified exemptions to when information must be disclosed, of which employees may not be aware. Any requests in terms of the Act must be referred to the appropriate University officer. Disclosure, release or dissemination of information requested under the Act without the appropriate consent being obtained may lead to action being taken against employees under the University Discipline Procedure.

### **15. Data Protection**

For the purposes of this clause 1, "Data Protection Legislation" shall mean, while they remain in force, the Data Protection Act 1998, the European Data Protection Directive (95/46/EC), and, once it comes into force, the General Data Protection Regulation (GDPR) and any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection, supervisory authority or regulatory authority.

You acknowledge that the Employer may process data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data or special categories of personal data (as defined in the Data Protection Legislation) relating to you, including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
- (b) your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
- (c) in order to comply with legal requirements and obligations to third parties.

The Employer may make such information available those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential purchasers of the Employer or the business in which you work, and as may be required by law.

You agree to adhere to the Data Protection Legislation and any data protection policy issued by the Employer from time to time when handling personal data in the course of your employment including but not limited to, personal data relating to any employee, contractor, customer, client, student, supplier, agent of the Employer, contact (e.g. alumni donors, research partner/collaborators) or any other personal data obtained through the course of research.

### **16. University Policies & Procedures**

#### **16.1 Status**

Unless specifically stated otherwise the University's Policies and Procedures are not contractual and the University reserves the right to depart from them, vary or remove them depending on the circumstances. Changes to the University's Policies and Procedures will be made via the appropriate consultative bodies within the University.

Full copies of the University employment-related Policies & Procedures can be accessed via MyAbertay. Non employment-related Policies & Procedures can be accessed from the relevant section of MyAbertay. The following are not an exhaustive list but are specifically drawn to your attention.

## **16.2 Equality and Diversity**

The University is committed to equality and mutual dignity and respect between colleagues and in which equal opportunity exists for all in relation to issues of employment, treatment, promotion and development.

The University is further committed to preventing all forms of unlawful discrimination, victimisation and harassment, and endeavours to ensure that no individual member of staff is disadvantaged as a consequence of the following protected characteristics - age; disability; gender reassignment, marriage and civil partnership; pregnancy and maternity; race (including colour, nationality and ethnic or national origins); religion or belief; sex; or sexual orientation.

Employees are required to work within and maintain an appropriate knowledge of the University Equality & Diversity Policy. The University Diversity in the Workplace elearning module must be completed within the first 6 months of employment. Any failure to meet the requirements of University policy as referred to in this clause or breach of relevant legislation in force from time to time will be dealt with under the University Discipline Procedure, which may result in disciplinary action being taken up to and including dismissal on the grounds of gross misconduct.

## **16.3 Health & Safety Procedure**

Employees are required to adhere to, and maintain an appropriate knowledge of, the University Health and Safety Policy and Procedures. Failure to meet the requirements of University policy as referred to in this clause or breach of health and safety law will be dealt with under the University Discipline Procedure, which may result in disciplinary action being taken up to and including dismissal on the grounds of gross misconduct. The University reserves the right to report such offenders to the appropriate external authority.

## **16.4 Performance Management**

The University is committed to performance management, it is critical for achieving the University's goals and targets. All members of staff are required to fully co-operate with the performance management processes within the University.

The University places great importance on maintaining standards of work at a satisfactory level. The University's Capability Procedure provides a framework within which managers can work with employees to maintain these standards and to encourage improvement where necessary.

## **16.5 Discipline Procedure**

Any disciplinary matter shall be determined in accordance with the University Discipline Procedure. The Discipline Procedure provides a process that ensures such matters are dealt with fairly, promptly and in a consistent manner. Employees who are dissatisfied with any

disciplinary decision relating to them can submit an appeal to the Director of Human Resources and Organisational Development in accordance with the Discipline Procedure.

## **16.6 Grievance Procedure**

The University Grievance Procedure is the formal process by which an employee can raise a grievance in relation to an issue regarding their employment that affects them as an individual. The Grievance Procedure provides a process that ensures such matters are dealt with fairly, promptly and in a consistent manner. Any grievance should be made to the employee's line manager in accordance with the Grievance Procedure.

## **16.7 Absence Management Procedure**

One of the University's key aims is to maintain a healthy working environment and to provide appropriate support mechanisms that will positively contribute to the general good health and wellbeing of all employees whilst promoting constructive collaboration and professional camaraderie amongst the University staff community.

The Health & Wellbeing Framework encompasses the policies and procedures that enable structured and consistent working practices, whilst providing guidance for managers and employees. The Framework, along with the range of support services available, e.g. Occupational Health, Health & Safety and Human Resources; and the health and wellbeing initiatives that take place across the University, all combine to underpin the University's commitment to its legal and moral obligations of its duty of care towards staff. The Absence Management Procedures form an integral part of the Health & Wellbeing Framework.

## **16.8 Financial Regulations**

The purpose of the Financial Regulations is to provide control over the totality of the University's resources and provide management with assurances that the resources are being properly applied for the achievement of the University's objects and of the University's strategic plan and business objectives while:

- Ensuring financial viability
- Achieving value for money
- Fulfilling its responsibility for the provision of effective financial controls over the use of public funds
- Ensuring that the University complies with all relevant legislation; and
- Safeguarding the assets of the University.

Compliance with the Financial Regulations is compulsory for all employees connected with the University.

Breach of the Financial Regulations will be dealt with under the Discipline Policy which may result in disciplinary action being taken against you up to and including dismissal on the grounds of gross misconduct.

A copy of the Financial Regulations can be accessed via MyAbertay.

## **16.9 Information & Communication Technology Regulations**

The purpose of the Information & Communication Technology (ICT) Regulations is to provide a set of parameters which set out conditions of access and levels of use of ICT facilities and services provided by or through the University.

Compliance with the Information & Communication Technology Regulations is compulsory for all employees connected with the University.

Failure of an *authorised user* to comply with or breach these Regulations may be dealt with under the Discipline Policy which may result in disciplinary action being taken against you up to and including dismissal on the grounds of gross misconduct. It may also result in access to University *ICT facilities* being denied and access to ICT facilities may also be withdrawn where a suspected breach of the Regulations is under investigation.

Where access to University ICT facilities is withdrawn as a result of an actual or suspected breach of the Regulations, the University may inform relevant parties. These include law enforcement agencies where it is believed that a criminal action has occurred, the Information Commissioners Office where a serious breach of the Data Protection legislation has taken place and other parties with whom the University has engaged with to receive services i.e. where a representative of that party has been granted access to University ICT facilities.

A copy of the Information & Communication Technology Regulations can be accessed [here](#) or via MyAbertay.

#### **16.10 Anti-Bribery and Corruption (ABC) Code of Conduct**

It is the policy of the University that all employees should conduct business on its behalf honestly, and without the use of bribery or corrupt practices in order to gain an unfair advantage. The University has a zero tolerance policy towards bribery and corruption and is committed to the highest levels of openness, integrity and accountability, both in letter and spirit. This is not just a cultural commitment on behalf of the University, but reflects the fact that any bribery-related issue could expose the organisation, its employees and associated persons to the risk of prosecution, fines and imprisonment, together with reputational damage and other Governmental-related consequences.

The Anti-Bribery and Corruption (ABC) Code of Conduct has been produced and adopted by the University Court and it is essential that everyone involved with the organisation is aware of it, committed to it and abides by it. Breach of the ABC Code of Conduct will be dealt with under the Disciplinary Policy which may result in disciplinary action being taken against you up to and including dismissal on the grounds of gross misconduct.

A copy of the Anti-Bribery and Corruption Code of Conduct can be accessed via MyAbertay

#### **16.11 Policy for Fraud Prevention, Detection & Investigation**

The purpose of this policy statement is to set out University employee responsibilities regarding the prevention of fraud and the procedures to be followed where a fraud is detected or suspected. The University requires employees at all times to act with honesty and integrity and to safeguard the institutional resources for which they are responsible.

The circumstances of individual frauds will vary, but it is very important that each case is vigorously and promptly investigated and that appropriate action is taken. The University views fraud very seriously and it will not be tolerated in any form.

Breach of the Policy for Fraud Prevention, Detection & Investigation will be dealt with under the Disciplinary Policy which may result in disciplinary action being taken against you up to and including dismissal on the grounds of gross misconduct. Legal action may also be taken where a member of staff is found to have committed an act of fraud.

A copy of the Policy for Fraud Prevention, Detection & Investigation can be accessed via MyAbertay.

## **17. Retirement**

The University is committed to equal opportunities for all its employees and recognises the benefits of a diverse workforce, including the skills, knowledge, experience and expertise older employees contribute to the business of the University, to the broader staff community and to the learning journey of our students.

The University does not apply a contractual retirement age for employees. The University may use a fixed retirement age only in limited circumstances, where it would be a proportionate measure to achieve a legitimate business reason.

A copy of the Retirement Policy can be accessed via MyAbertay.

## **18. Trades Union membership and consultation**

You are entitled but not required to join a trades union. In relation to terms and conditions of employment, the University recognises through a collective agreement for the purposes of local consultation and negotiation on behalf of staff, with the following trades unions:

- The University and College Union (UCU)
- Unite the Union (Unite)

## **19. Alterations to Conditions**

The University reserves the right to make reasonable variations to terms and conditions of employment. You will be notified of any minor changes of detail by way of general notice to all employees and any such changes would take effect from the date of the notice. Changes will be made via the appropriate consultative bodies within the University. You will be given not less than three months' notice in writing of any significant changes which may be given by way of individual notice or general notice to all employees. Such changes will be deemed accepted unless an employee notifies the University of the objection in writing before the expiry of the notice period. Any such objection should be addressed to the Director of Human Resources and Organisational Development and copied to the Dean of School/Director of Service.

The University is also a member of the Universities and Colleges Employers' Association (UCEA), and may thereby participate in collective negotiations and consultation with the trades unions recognised by that body.

This statement of terms and conditions, together with the terms of the Letter of Appointment supersede any previous arrangements, undertakings, promises, discussions, correspondence, negotiations, statements or warranties (whether in writing or not) between you and the University relating to your employment.