Temporary employment
- good practice for supervisors and shop stewards
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University staff have been private employees since the new Universities Act took effect on 1 January 2010. This means that the Employment Contracts Act now applies to all staff, and governs the use of temporary employment contracts and the reasons for making such contracts.

A working group has been appointed under the general collective agreement for universities to review the use of temporary employment contracts. This working group seeks to establish approaches enabling clarification of the principles governing the use of temporary employment and to disseminate information on good working practices in universities. As part of this work, the parties have jointly prepared these guidelines of good practice to call attention to the criteria that justify temporary employment contracts, to use of such contracts, and to associated practices.

The Employment Contracts Act stipulates that employment is valid indefinitely if there is no justified reason for each separate period of temporary employment. Temporary employment may not be used to evade the employment security relating to indefinite employment.

Employers should conduct an internal review of the use of temporary employment, especially when consecutive temporary employment contracts have been made with an employee. It is also worthwhile arranging training in particular for supervisors on aspects of temporary employment contracts. Supervisors must have an understanding of when temporary employment contracts may be conducted and of the consequences of conducting such a contract without justified reasons.
Adherence to the following points in practical operations will help to promote
good practice, thereby avoiding potential disputes and encouraging equitable
treatment of employees.

Before recruiting / renewing a temporary employment contract

- The unit responsible for a recruiting decision and/or preparing it and/or
  supervisor must consider whether the need for labour is permanent or
  temporary.
- If the need for labour is considered temporary, then the reasons for tem-
  porary employment will be ascertained accordingly. Typical reasons for
  temporary employment include:

  ● Substitution (agreement on substitution should involve determining the
    person for whom the employee will serve as a substitute or the person
    whose absence results in the need for a substitute)
  ● The nature or special circumstances of the work, such as:
    ■ Training, e.g. university trainee (this cannot be given repeatedly as
      reasons for working in the same position)
    ■ Hiring on an employment subsidy
    ■ Completion of a specified assignment or work package (a certain
      project or similar specified assignment or work package that the em-
      ployer does not perform continually). Successive projects may also
      be reasons for an indefinite employment.
    ■ Seasonal work (e.g. assisting in entrance exam arrangements)
  ● Performing the duties of a vacancy pending an appointment (a tempo-
    rary arrangement to ensure the employer’s continued operations for a
    reasonable period, e.g. ensuring that duties are performed for the dura-
    tion of a recruiting process)
  ● Non-established operations (e.g. for operations that are due to be
    launched at a university)
  ● Lack of eligibility for the position
  ● A position on the four-level research career / career system (at the initial
    levels of a research career, special attention must be paid to the rea-
    sons for temporary employment at the highest levels)
  ● The position of Academy professor or researcher
Before starting a recruiting process or renewing the employment contract of a temporary employee the party responsible for recruitment should contact the university human resources administration to clarify these issues.

Ending employment when the time limit expires can constitute unfounded termination if the temporary employment contract was made without justifiable reasons. According to the Employment Contracts Act a penalty for unfounded termination of employment may be between 3 and 24 months’ salary plus pay for the period of notice. Together with possible legal costs and penalty interest, the total amount of costs in euros may be significant.

- On hiring an employee the party responsible for recruitment must determine the factual duration of the temporary need for labour. It is important to avoid situations where more than one short-term temporary employment contract is conducted instead of a single contract for a longer period.

- The party responsible for recruiting should verify the conditions for hiring or extending a new temporary employment contract, and to confirm that party’s authority to hire employees under the practices of each university e.g. by consulting human resources department. In some cases the university may be under a legal obligation to offer the work in question to some other person (e.g. a recently redundant former employee or a part-time employee).
Making an employment contract

- If the need for labour is temporary, then the fact that the employment is temporary is explained to the job applicant and the reason for temporary employment is explained.

- The reason for temporary employment is also recorded in the employment contract together with the duration of employment when this is known.

- An employment contract must generally be made in writing well before the employment begins. This must also be done when one temporary employment contract follows another temporary employment contract.
At the end of temporary employment

- The supervisor should advise the employee that the employment will continue or end after learning (before the employment contract expires) whether the employer is able to offer work to the employee thereafter, or whether the employment will end when the temporary period expires. The support of an employer’s representative who is authorised to decide on any extension of employment must be verified in advance. Even when the supervisor offering work is not authorised to offer work, a binding employment contract can be deemed to be concluded if the employee accepts such an offer in good faith. The employer may be liable for damages in such cases.

- If the employer is able to offer the employee a new temporary or permanent position, the associated written employment contract must be conducted when it has been confirmed that the employee’s work will continue. This contract should be made in principle before the new position begins. The employee’s key cards, user access codes etc. will not necessarily work if the employment has not been registered in the university data system.

- If an employee continues working after the contract period has expired, then a situation may arise in which the employment contract is deemed to have been extended for an indefinite period (this is known as tacit extension of contract).

- If the university allows a person to continue using its facilities and equipment (e.g. for research work) after the employment has ended, then the employer (in practice the supervisor) and the former employee should formally recognise (e.g. in writing) that this does not constitute an employment relationship, but some other arrangement.