



**FIXED TERM CONTRACT  
POLICY AND PROCEDURE  
ORDINANCE 21**

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## **1 Introduction**

- 1.1 This Policy and Procedure represents the relevant Ordinance in relation to the University's approach to fixed term contracts. This Policy and Procedure has been negotiated and agreed with the Unions, approved by the Council and forms a term of all relevant employment contracts of staff members of the University.
- 1.2 The University is committed to ensuring continuity of employment for its staff wherever reasonably possible and to use and/or renew fixed term contracts only where such use is objectively justified.
- 1.3 Where fixed term contracts are used the University will ensure that they are used appropriately and that those staff are treated no less favourably than open-ended staff.
- 1.4 Fixed term staff can obtain information and apply for open-ended vacancies via the University's Jobs webpage. Fixed term staff with more than 12 months service can be supported through the University's redeployment arrangements. Individuals will be prompted to register for redeployment 4 months prior to their specified end date. Where individuals are matched to any available vacancies in line with the principles set out the Redeployment Policy, they will be eligible for prior consideration in advance of posts being advertised.
- 1.5 In this Policy and Procedure, a fixed term contract is a contract of employment which, on its terms:
  - has a definite start and end date; or
  - terminates after the occurrence or non-occurrence of a specific event (other than retirement or summary dismissal);
  - or terminates automatically on a specified date when a particular task has been completed.

## **2 Aims and objectives**

- 2.1 The aims of this policy and procedure are to:
  - provide guidance about the appropriate use and management of fixed term contracts at the University
  - ensure staff employed on a fixed term contract are treated fairly and equitably in the management of their employment status
  - ensure that fixed term contracts are used only when objective justification exists
  - provide for the transfer of fixed term staff to open-ended contracts, where appropriate to do so
  - provide guidance regarding the action required at the termination of a fixed term contract, and ensure that decisions made on the expiry of fixed term contracts are taken consistently and fairly
  - ensure that equality of opportunity is reflected in all aspects of employment, including in the allocation of fixed term contracts and conversion to open-ended contracts

## 2.2 The University will ensure that fixed term staff:

- have equivalent terms and conditions of employment to colleagues on comparable open-ended contracts
- be provided with a working environment suitable for carrying out all tasks associated with the job
- have the same opportunity as open-ended staff to access services to help their career such as staff development, training, Performance Development Review (PDR) and careers advice
- be provided with information on and the opportunity to apply for open-ended positions within the University
- be able to access University facilities such as libraries, intranet services, parking etc.
- have the right to participate in University governance and committees
- have their contracts reviewed to consider whether the continued use of a fixed term contract remains justifiable on objective grounds
- will receive a response to a written request from the employee, within 21 days of the request, either confirming that the staff member's contract is open-ended or providing a statement that the contract remains fixed term including an explanation of any objective justification for such an assertion

## 3 Scope

- 3.1 This policy and procedure applies to all University members of staff holding a contract of employment and who are employed on a fixed term basis, except where the grounds for the proposed dismissal are not related to the non-renewal of the fixed term contract on its expiry. In these instances, the relevant policy and procedure under which the termination may occur, shall apply.
- 3.2 The University recognises that the use of fixed term contracts within the research field in respect of Contract Research Staff (CRS) is widespread. This policy and procedure applies to CRS as it applies to other staff groups and the commitment to the use of open-ended contracts as the normal form of employment 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 this policy and procedure. The University is committed to the concordat for the career management of contract research staff.

## 4 Deciding whether a fixed term contract is appropriate

- 4.1 The University is the employer and therefore, overall responsibility for the management of fixed term contracts is held centrally. Decisions on the use of fixed term contracts should not be made solely by Pro Vice Chancellors / Head of College /Heads of Schools or line managers but in consultation with Human Resources, to ensure that they are in line with University policy and in accordance with any necessary statutory requirements.
- 4.2 There must be transparent and objective reasons for deciding a post should be a fixed term basis. Similarly, the renewal or extension of the fixed term contract

must also be justified separately by objective reasons. The authorisation to appoint/job requisition form must specify the reason.

- 4.3 Issues of performance or quality will not be used to establish whether a fixed term contract should be used. Performance and quality issues will be dealt with in accordance with the relevant University procedure.

## **5 Objective justification for fixed term contracts**

- 5.1 Fixed term contracts will only be used where their use can be objectively justified. The temporary nature of external funding will not, in itself, be an objective reason for the continued use of a fixed term contract, and all decisions on offering fixed term contracts will have to be objectively justified on a case-by-case basis. Although every case needs to be looked at individually, examples of some circumstances under which the use of fixed term contracts may be appropriate are:

- a) The post is a clearly defined training or career development position
- b) The post is a secondment
- c) The post requires specialist skills for a limited period or is to accomplish a particular task or project for a limited period
- d) The appointment is to provide cover for a University employee who is absent for a limited period e.g., maternity leave, sickness absence, career break, secondment, or sabbatical leave
- e) Where the post has been created to satisfy a short-term need (for example seasonal work such as grounds maintenance or vacation hosts during the summer period or the implementation of a specific time limited project)
- f) Where a longer term but temporary requirement is identified to deliver a specific task or set of tasks to achieve a specific outcome (for example projects and project teams)
- g) Where student or other business demand can be demonstrated as particularly uncertain (e.g., the introduction of a new service where sustainability of need is uncertain)
- h) Fixed term contracts may also be offered to post-graduate students who are engaged in roles such as Teaching Assistant or Demonstrator where the level of predicted activity and mutual commitment merits engagement as an employee rather than a worker, however any such contracts would normally cease upon completion of their studies at the University. It is recognised that on completion of their studies, students employed on this basis have the right to engage in consultation with their Head of School on any employment opportunities which may arise in future

- 5.2 Notwithstanding the examples given above, in all cases where a request is made to advertise a fixed term post or to issue a fixed term contract, the underlying reason must be objective and justifiable and it must be included in the request to recruit and should refer to precise and concrete circumstances justifying the use of a fixed term contract or successive fixed term contracts. Approval of the post will include approval for the reason for it being fixed term.

## **6 Transfer of fixed term staff to open-ended contracts**

- 6.1 Staff who have completed four years continuous service on successive fixed term contracts must be considered for transfer onto an open-ended contract at the point of the next renewal of, or extension to, their existing contract, unless the use of further fixed term contracts can be objectively justified. It may still be possible for a fixed term contract to be extended or renewed beyond four years, but the criteria against which such requests are judged are more tightly defined.
- 6.2 Requests to extend or renew a fixed term contract where the member of staff has four or more years continuous service will only be approved where one or more of the following criteria are met:
- a) The post is externally funded with significant certainty that the funds will cease in the next 2 years, and no other appropriate funds are available
  - b) There is significant certainty that the work being undertaken will cease in the foreseeable future, and no alternative similar work is likely to be available
  - c) An open-ended member of staff will be returning to the post at a date in the foreseeable future

## **7 Procedure for the non-renewal of fixed term contracts**

- 7.1 The University recognises that the ending of a fixed term contract is a dismissal in law. The non-renewal of a fixed term contract on its expiry falls within one of the fair reasons for terminating an individual's employment.
- 7.2 During the four months before the expiry of a fixed term contract, consultation should take place between the member of staff and the line manager to confirm that the fixed term contract is reaching its end date and discuss the possible options. These include:
- the offer of an open-ended contract
  - renewal of the fixed term contract in line with the objectives set out in this policy
  - the expiry of the fixed term contract and no renewal
- 7.3 In the first instance consideration should be given to transferring the employee to an open-ended contract if the work is on-going or extending the fixed term contract (in accordance with this policy). If these options are not available, or at the employee's request, alternative options should be considered such as formal redeployment. The decision should be provided to the employee in writing. Employees wishing to appeal against the decision made should follow the appeal process set out below.
- 7.4 The member of staff may be accompanied by a trade union representative or a colleague at any discussions about their post.

- 7.5 The fixed term contract period will be inclusive of any relevant notice and the line manager will confirm with the member of staff, prior to the end of the fixed term contract, that the contract will indeed end. Staff engaged on fixed term contracts are encouraged to apply for other vacancies within the University.
- 7.6 In all cases, where a fixed term contract that was for more than two years in duration is not renewed, the employing department will be required to identify any potential suitable alternative employment opportunities that could be offered to the member of staff, before termination is considered.
- 7.7 Where the reason for termination is redundancy, redundancy pay will be paid at the statutory rate (where applicable) to any fixed term employees who have the requisite period of qualifying service on termination. Access to Services can be requested via the Head of School. This can give access to emails and some of Blackboard. Access to online journals is restricted to current staff due to licensing restrictions.
- 7.8 When a member of staff holding a fixed term contract is on maternity or long-term sick leave this process must still be followed. In these circumstances the school/department should contact Human Resources in advance of the contract end date for guidance.
- 7.9 Where a fixed term contract needs to be ended before the agreed end date (for example due to organisational change), affected staff will be entitled to relevant consultation as appropriate. Please refer to the relevant policy and procedure for further details.
- 7.10 Non-renewal of fixed term contracts must not be used as a substitute for good performance management and effective probationary procedures.
- 7.11 The University will take all necessary and appropriate steps to avoid compulsory redundancies of both open-ended and fixed term staff.

## **8 Redeployment**

- 8.1 In accordance with the Redeployment Policy, it is the responsibility of the staff member to place themselves on the Redeployment register. As part of that process the University will actively seek suitable alternative employment for the member of staff. In order for a match to be established the staff member must normally meet the essential criteria for the post. Appropriate training can be given if required, where this training would be completed, and result in the individual being able to perform the role within a reasonable period of time, normally within 12 months. When considering redeployment, the member of staff will be informed of the trial period (which may be extended with agreement), and the employment consequences should the redeployment not be successful.
- 8.2 The Redeployment Policy is available on the University's Human Resources website.

## **9 Appeal**

- 9.1 Employees may appeal against the ending of a fixed term contract.
- 9.2 The staff member's written notification of termination will include details of the arrangements to follow should the staff member decide to appeal, e.g., to whom to appeal. Staff intending to appeal against a decision taken under this policy, must do so prior to the expiry of the existing fixed term contract.
- 9.3 The appeal must be communicated in writing, stating the grounds upon which the appeal is made.
- 9.4 The University will, as far as reasonably practical, seek to hear the appeal within 28 working days of receipt of the submitted appeal. The employee will be informed in writing of the date of and arrangements for the appeal hearing no later than 7 working days in advance of the appeal hearing.
- 9.5 The member of staff may be accompanied by a trade union representative or a colleague at any appeal hearing.
- 9.6 The appeal chair will be a senior member of staff at the University with no previous involvement in the case and who is no less senior than the individual who reached the original decision. A member of the Human Resources department will support the meeting.
- 9.7 As the purpose of the appeal is not a reconsideration of all matters, it is the responsibility of the staff member to state their case and bring to the attention of the appeal chair all relevant documentary evidence that should be considered.
- 9.8 An appeal will not prevent or delay the termination of the staff member's appointment but if the outcome of the appeal overturns the termination, then the employee will be reinstated and paid any back pay. Where an appeal against dismissal fails, the termination date will be as set out in the notification of termination letter.
- 9.9 The staff member will be informed in writing of the appeal outcome, usually within 10 working days of the appeal meeting. If the timescales are to be longer, this will be communicated to the employee. The decision is final within the procedures of the University and will conclude the process.

## **10 Review**

- 10.1 This Policy and Procedure will be reviewed 12 months after its implementation, and then at regular intervals of not less than three years and will at all times be read and applied subject to the general law. All reviews will be undertaken in consultation with the recognised campus Trade Unions and any changes agreed with them, prior to approval from the University Council. This policy has been equality impact assessed prior to its implementation.



## **11 Equality Impact Assessment**

- 11.1 This Policy has been Equality Impact Assessed based on consultation and information available at the time of the Policy being developed. A further Equality Impact Assessment will be carried out in conjunction with any review of the Policy.