



PRIFYSGOL  
**BANGOR**  
UNIVERSITY

**FIXED-TERM CONTRACT  
ACCOMPANYING PROCEDURE**

# **FIXED-TERM CONTRACT ACCOMPANYING PROCEDURE**

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## **1.0 Introduction**

This procedure supports the University's Fixed-term Contract Policy in guiding managers in how to use Fixed-term Contracts appropriately. This Procedure should be viewed as a toolkit by which to implement the Policy and the principles contained within it, and as such should be read in conjunction with the policy document.

Fixed-term contracts are contracts that end automatically, last for a specified time, or will end on a specified date when a particular task or event has been completed.

It is the University's intention to achieve the right balance between organisational efficiency and secure employment.

The University is committed to reducing the existing numbers of fixed-term contracts and to limiting their future use.

## **2.0 Deciding whether a fixed-term contract is appropriate**

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 Deans of Colleges/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 the Fixed Term Workers (Prevention of Less Favourable Treatment) Regulations 2002.

There must be transparent and objective reasons for deciding a post should be a fixed-term basis initially. 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.

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 relevant University procedure.

## **3.0 Objective justification for fixed-term contracts**

Fixed-term contracts will only be used where their use can be objectively justified. 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.

Notwithstanding the examples given above, in all cases the concept of objective reasons should refer to precise and concrete circumstances characterising a given

activity which are capable in that particular context of justifying the use of a fixed-term contract or successive fixed-term contracts.

#### **4.0 Transfer of fixed-term staff to permanent contracts**

Where there is no objective justification for the continuation of the fixed-term contract, the University aims to transfer all staff on fixed-term contracts to permanent contracts if they have completed four years' continuous service and if they are on at least their second fixed term contract [with the same employer] or the fixed term contract under which they are employed has been previously renewed.

#### **5.0 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 use of permanent 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 paragraph 3.0.

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.

#### **6.0 Ending a fixed-term contract**

A fixed-term contract will end in three situations:

- Where the contract ends after a specified period e.g. the end of 12 months' cover for maternity leave
- Termination on completion of a task, such as the employee finishing a project
- When a particular event occurs e.g. the non-renewal of external funding for a post.

However, all efforts will be made to ensure all alternative options are considered:

During the four months before the expiry of a fixed-term contract, consultation should take place between the postholder and the line manager where all alternative options should be considered e.g. permanency, alternative funding arrangements, renewal, use of bridging funds, retraining and redeployment.

In the first instance consideration should be given to transferring the employee to a permanent contract if the work is on-going, extending the fixed-term contract (in accordance with paragraph 3.0), providing alternative work or funds for a temporary period (for example between grants). If these options are not available, or at the employee's request, formal redeployment will be considered.

The postholder may be accompanied by a trade union representative at any discussions about his/her post.

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.

Redundancy pay will be paid at the statutory rate to any fixed-term employees with over two years' continuous service.

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

At the same time, the University will consult with the recognised trade unions about any potential collective redundancies.

## **7.0 Redeployment**

In accordance with the Redeployment Policy, 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. 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.

The Redeployment Policy is available on the University's Human Resources website.

Where the employee does not want to be considered for redeployment or the redeployment process has been unsuccessful following a trial period, the University's Redundancy Procedure should be applied.

## **8.0 Appeal**

Although there is no statutory obligation for an appeal procedure for redundancy dismissals as the ACAS Code of Practice on Discipline and Grievance Procedures does not apply, the University allows employees to appeal by writing to the Director of Human Resources stating their grounds for appeal prior to the end of the contract. The Director of HR will consider the appeal and provide a written response.