

# Fixed Term Contracts Policy

## 1. Definitions

1.1 A fixed-term contract is defined, in accordance with the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (“the Regulations”) as amended from time to time as a contract of employment that terminates on the:

- a) expiry of a specific term; or
- b) completion of a particular task; or
- c) occurrence or non-occurrence of any other specific event.

## 2. Equal treatment

2.1 The Regulations require that employees employed on a fixed term contract should enjoy the same terms and conditions as all other comparable staff unless any variation is objectively justified.

2.2 Employees on fixed term contracts shall:

- a) receive a statement of their terms and conditions of employment;
- b) be treated no less favourably than other comparable staff, for example, in relation to pay, staff benefits, training, promotion, career development and information about job vacancies;
- c) within 21 days of making a written request, receive a written statement explaining any differences in their employment arrangements from those of comparable employees, taking into account the overall employment package;
- d) within 21 days of a written request, in the circumstances set out in paragraph 4 of this Policy, receive a written statement explaining whether their contract is no longer fixed term, or the objective reasons for continuing the fixed term employment.

### **3. Use of fixed term contracts**

3.1 Fixed term contracts may be used in the University for transparent, necessary and objective reasons, including:

- a) the post requires specialist expertise or experience in the short term to support a specific task or project;
- b) the post is a clearly defined training or career development position
- c) to provide cover as required (whether directly or indirectly) for an employee who is absent for a limited period (for example on maternity leave, sickness absence, career break, secondment or sabbatical leave) as required;
- d) to provide cover for all or part of a vacant post;
- e) other necessary and objective reasons or circumstances (by way of example this includes short term teaching arrangements for up to 12 weeks in the Centre for Academic Language Development).

3.2 Whilst the University would not normally enter into a fixed term contract of more than 4 years' duration it may do so provided that such a term is objectively justified.

3.3 It is not the University's intention to employ individuals on a succession of fixed term contracts without review and without objective reasons for doing so. The grounds on which a fixed term contract may be justifiably renewed or extended include those set out at paragraph 3.1 above.

3.4 Where an employee has been employed on a single fixed-term contract for 4 years or more (which has not previously been renewed) then the date on which they may acquire open-ended status will be the date on which that contract is renewed or the date on which they enter into a new fixed-term contract.

3.5 Where an employee has been employed on a succession of fixed-term contracts then the date on which they may acquire open-ended status will be the date on which they acquire 4 years' continuous service.

3.6 An employee will not acquire open-ended status under paragraphs 3.4 or 3.5 where any continuation, renewal, extension or new fixed term contract is objectively justified.

#### **4. Procedure on expiry of a fixed term contract**

4.1 Whenever a fixed term contract is due to terminate on the expiry of the fixed term, the procedure shall be as follows:

- a) If the reason for the termination of the contract is on the grounds of redundancy the procedure set out in Ordinance 10 should be followed.
- b) If the reason for the termination of the contract is for some other substantial reason the procedure set out in Ordinance 10 should be followed.

#### **5. Appeal**

5.1 Under both the *Potential Redundancy* and *Potential dismissal for other reasons* sections within Ordinance 10 the employee has the right of appeal against a decision to terminate their employment. The appeal process is set out in each of the relevant sections of the ordinance.