

Fixed Term Contracts Policy - Managers' Guidance

See also:

- [Managers' Guidance on using FTC Review Forms in MyERP](#)
- [FTC Policy](#)
- [FTC Decision Tree](#)

1. Introduction

(a) General

This guidance is to provide help for managers in making decisions on the appropriate use of new fixed-term contracts (FTCs) as well as contract extensions.

Managers should start from the principle that employment will normally be open-ended, only issuing contracts for a fixed term where there is a clear operational need and in line with this guidance and section 3.1 of the [FTC Policy](#).

The University follows the same procedures for open-ended and fixed-term contracts in the event that the contract is due to end due to the expiry of a fixed term or fixed funding. It is therefore important to make it clear to staff (including research staff) employed on open-ended contracts with limited funding that their employment remains linked to funding and that on the expiry of the funding they may be at risk of dismissal if further funding opportunities are not forthcoming. This may be under:

- [Redundancy Procedure \(Ordinance 10, section 3\)](#), in cases where employment is ending due to a cessation or reduction in the work carried out; or,
- [Dismissal for Some Other Substantial Reason \(Ordinance 10, section 6\)](#), in cases where the ending of employment is not redundancy but linked to another factor eg the return of a substantive postholder from maternity leave, study leave or cover for a vacant role

(b) Research Staff

Research staff (generally Pathway 2) should not be automatically employed on FTCs when they are funded by research grants. This activity is central university business and reached agreement in 2015 through University governance procedures (including Senate) that it is normally appropriate to place such research staff on open-ended contracts from the start of their

employment if funding is expected to continue for at least 12 months. Contracts where funding is available for less than 12 months should be issued as FTCs under section 5a.

2. Manager's Responsibilities

It is the manager's responsibility:

- To identify the reasons for the FTC (section 3.1 of the [FTC Policy](#)).
- To regularly review the use of successive contracts and decide whether there is a permanent need for the role.
- To treat employees on FTCs equally with staff on open-ended contracts including the terms of the contract, support for career development, opportunity to receive training and/or secure an open-ended position.
- During the period of the contract to keep employees up to date of circumstances (including funding if relevant) that affect the duration of their contract.
- Respond to employee requests for a written statement under the [FTC Policy](#) (section 2.2).
- Engage in the [MyERP end of FTC process](#) that is triggered before the commencement of the relevant notice period, seek advice from the Employee Services Hub and consider whether the contract should be extended, changed to an open-ended contract or expire. Then follow the relevant procedure with advice from HR as needed and consult with the employee accordingly.

3. Support and Guidance

The [Employee Services Hub](#) will provide guidance and support to all parties involved in the operation of the procedures prescribed by the [FTC Policy](#). Trade Unions may advise their members on all aspects of this procedure, and may represent/accompany individuals at meetings (see [Ordinance 10](#)).

4. Initial Appointment to a Fixed-Term Contract

A fixed-term contract may be appropriate if the following conditions are met:

- The short-term need cannot be met by either [TSS workers \(for admin/clerical roles\) or TSS casuals](#).
- Short term is for a period of anything up to three months. Durations beyond this should normally be fulfilled by a fixed term contract.
- At least one of the objective reasons under section 3.1 of the [FTC Policy](#) is met (see section 5 below for more details).
- The required duration of employment is not excessive (see section 5).

The reason(s) for the fixed term must be made clear at the time employment is offered.

5. Objective reasons for appointment to a Fixed-Term Contract

See below for examples of objective reasons why an FTC may be appropriate, and the normal maximum duration expected of these contracts. Extension beyond the normal maximum duration is allowed only in exceptional circumstances, and where the duration of the extension is reasonable. If you think you have a case for this then you should seek advice from the Employee Services Hub.

(a) The post requires specialist expertise or experience to support a specific task or project (normal maximum contract duration 12 months):

FTCs may be used when an individual's skills are not required beyond the short-term needs of the University. The limited period will be defined by the activity and not by the availability of external funding or internal budget allocation. Short-term would normally be for less than one year although this may be longer under some circumstances and with agreement of the relevant HR Business Partner.

As the reason for employment ending is that the work carried out is expected to cease at the end of these contracts, they will usually be ended following the Redundancy procedure (Ordinance 10, section 3). The employee would be entitled to enter the University Redeployment Pool (URP) and may receive a redundancy payment if they meet the eligibility criteria.

(b) The post is a clearly defined training or career development position (normal maximum contract duration four years):

For example, the role is a formal apprenticeship, an internship, a fellowship award which enables the employee to undertake their PhD, or another role in which the main purpose is to enable the employee to engage in formal learning or career development (some Fellowships fall into this category). Postdoctoral / first research positions will not be treated as a training or career development position as the main purpose of these roles is to deliver the research needed. Extension of an FTC using this reason is only permitted to enable the completion of the training/career development programme. Such contracts can normally be issued for a maximum duration of 4 years although some Fellowship Awards may necessitate an FTC for 5 years.

As the reason for ending these contracts is usually linked to the cessation of the relevant training/career development programme and not the reduction or ending of work carried out, these contracts will normally be ended following the Some Other Substantial Reason (SOSR) procedure (Ordinance 10, section 6). In which case staff will not have access to the URP or receive any redundancy payment.

(c) To provide cover as required (whether directly or indirectly) for an employee who is absent for a limited period (normal maximum contract duration 13 months):

Managers need to consider whether existing staff can provide cover by reallocating duties, or temporarily increasing the hours of existing staff. Managers should also consider whether the role could be covered by a TSS worker or casual if the requirement is for a three-month period or less. If this is not possible then an FTC may be used. The manager will determine whether cover is required at the same or a different grade, depending on the level of cover required. Reasons for requiring cover might include:

- i) Cover for an employee undertaking a secondment or career development opportunity.
- ii) Cover for an extended leave of absence (e.g. maternity/ adoption/shared parental leave).
- iii) Cover for long-term sickness.
- iv) Cover for teaching when a substantive member of staff is awarded a teaching buy-out.

In the circumstances where teaching cover is required due to a teaching buy-out for a substantive member of academic staff it may be appropriate to issue a longer FTC, for example where a staff member has been awarded a 4- or 5-year fellowship.

As work is not ceasing at the end of these contracts, but instead being returned to the substantive postholder these contracts will usually be ended following the SOSR procedure (Ordinance 10, section 6), and staff will not have access to the URP or receive any redundancy payment.

(d) To provide cover for all or part of a vacant post (normal maximum contract duration 9 months);

When an employee leaves, Managers should decide whether:

- (i) to create a new distinct role
- (ii) to end the role, or
- (iii) to replace on a like-for-like basis.

It may take some time to agree the preferred longer-term option, or in some cases recruitment is likely to take a long time (e.g. for academic roles). If this is the case managers need to consider whether existing staff can provide cover to maintain business-as-usual (whether this is by reallocating duties or temporarily increasing hours), or if cover can be sourced through a TSS worker or casual if the requirement is for a three month period or less. If this is not possible an FTC may be used to ensure that business-as-usual work continues in the meantime.

In the case where teaching cover is required due to student numbers or difficulty recruiting a substantive member of academic staff it may be appropriate to issue a longer FTC up to 13 months.

In cases where work is not ceasing at the end of the fixed term, but instead being taken on by a substantive member of staff these contracts will be ended following the SOSR procedure (Ordinance 10, section 6), and staff will not have access to the URP or receive any redundancy payment.

(e) Other necessary and objective reasons or circumstances;

Limited availability of funds is not an acceptable reason for issuing a fixed-term contract where none of the other reasons above apply. However, there may, from time to time, be other objective reasons that justify the use of an FTC. If you feel this is the case you should discuss this with your HR Business Partner, ensure the duration if the contract is appropriate and that the reason for the fixed term is clearly stated to the employee. One agreed example for use of this contract will be short term teaching arrangements up to 12 weeks duration in the Centre for Academic Language

Development due to the unique requirements. Such a contract would normally be ended under SOSR as defined in section 1a above.

When determining the correct procedure to follow in ending these contracts, it will need to be decided whether the reason best fits with Redundancy or SOSR as defined in section 1a above.

6. Towards the End of a Fixed-Term Contract

When an FTC is nearing completion the Manager will receive notification through MyERP and should, with advice from the Employee Services Hub, consider what action they will take. The action taken will depend on the needs of the University. It will never be appropriate to do nothing. The [decision tree](#) can help you decide what the most appropriate action is.

(a) Transfer to open-ended contract

Normally an employee should be offered an open-ended contract where the following conditions are met:

- The responsibilities of the post do not substantially differ from those currently being undertaken by the fixed-term post-holder.
- There has already been a competitive recruitment process for the fixed-term appointment and this process is comparable to that which would have been undertaken were the post an open-ended one initially.
- The post-holder has progressed satisfactorily within their initial service review period.
- The need for the position is continuing beyond the normal maximum fixed-term duration (as stated in section 5).

When transferring to an open-ended contract it will still be necessary to advise the employee about the expected duration of supporting funding for the position where this is limited (for example if the employee is grant funded).

(b) Extend the existing fixed-term contract

Normally a fixed-term contract can be extended where the following conditions are met:

- The responsibilities of the post do not substantially differ from those currently being undertaken by the fixed-term post-holder.
- An objective reason for the fixed term is still applicable.

- The extension required does not unreasonably take the contract beyond the stated maximum durations above.
- There is unlikely to be any need for the role to continue beyond the extension.

In circumstances where additional funding has been identified which could extend an employee's employment but where notice to terminate employment has already been given the Manager must seek advice from the Employee Services Hub prior to extending any contract of employment.

(c) Employment is likely to end at the end of the fixed term

If employment is likely to end at the end of the FTC Managers must seek advice from the Employee Services Hub as to the correct procedure to follow.

If the reason that the contract is ending is due to a reduction or cessation of the work the individual is employed to do then the reason for the employment ending is likely to be redundancy and HR will advise that the [Redundancy Procedure \(Ordinance 10, section 3\)](#) is followed. Fixed-term contracts where the reason is 'requires specialist expertise or experience in the short-term to support a specific task or project' will usually fall into this category as will some contracts issued for 'other necessary objective reasons'.

If the reason that the contract is ending is not because of a reduction or cessation of the work the individual is employed to do but instead the occurrence of a specified event (such as the return of a substantive postholder, the filling of a vacant role or end of their training programme) then the legal reason for the employment ending is likely to be Dismissal for Some Other Substantial Reason (SOSR) and HR will advise that the [SOSR Procedure \(Ordinance 10, section 6\)](#) is followed. Fixed-term contracts where the reason is 'cover for an absent employee', 'cover for a vacant position' or 'a clearly defined training or career development position' will usually fall into this category as will some contracts issued for 'other necessary objective reasons'.

(d) Transfer to a new fixed-term contract

This may happen where staff have applied for a different fixed-term role and been successful at interview. There will be occasions where it is appropriate for research staff to be offered a new fixed-term contract where they have been named on new research or fellowship funding. However, it is normally appropriate to place such research staff on open-ended

contracts from the start of their employment if funding is expected to continue for at least 12 months.

Where an employee is due to transfer onto a new fixed-term contract which is likely to end through the SOSR procedure the employee will not be entitled to enter the URP or receive a redundancy payment on the expiry of the new contract.

It is important that staff are made aware at the earliest opportunity that they will lose their eligibility for the URP and redundancy payment if they transfer from a fixed-term contract ending under redundancy to a fixed-term contract ending under SOSR.

7. Four Years' Continuous Service

Individuals who have been employed on one or more FTCs for four continuous years are not automatically entitled to open-ended status. However, a continued FTC can only be justified if an objective reason remains. Where employees exercise their right to request a written statement under section 2.2d of the [FTC Policy](#), managers (with support from HR) should reconsider whether the original reason for the FTC remains current and objectively justified, and respond to the employee within the time-frames set out in the Policy.

8. Open-Ended to Fixed-Term Contract

Where a member of staff transfers from an open-ended role, or from a fixed-term contract which would have ended under redundancy, to a fixed-term role where the reason for dismissal in the new role is not redundancy but "[Dismissal for Some Other Substantial Reason](#)" (SOSR), then the member of staff shall not be entitled to enter the URP or receive a redundancy payment on the expiry of the new contract.

It is important that staff are made aware at the earliest opportunity that they will lose their eligibility for the URP and redundancy payment if they transfer from an open-ended contract ending under redundancy to a fixed-term contract ending under [SOSR](#).

See also: [Managers' Guidance on using FTC Review Forms in MyERP](#)