

Ordinance 11.2 – Appointment and Termination of Fixed Term Contracts

Part I - Application

- I. All colleagues must be treated fairly and offered opportunities to pursue and develop their careers.
- II. The University aims to balance organisational efficiency, fair treatment and secure employment for colleagues.
- III. The University depends on a range of funding, some of which is time limited. The University therefore needs to make full use of modern, flexible work arrangements and to adopt patterns of work that will fit the current challenges and those of the future, whilst treating colleagues equitably and in a way that is legally compliant.

Part II - General Principles

- I. Permanent contracts are the expected form of employment.
- II. Pro-Vice-Chancellor/Head of School/ Directors should give consideration wherever possible to incorporating recurrent external funding into their Business Plan, with a view to securing the on-going permanent employment of colleagues.
- III. Equality of opportunity is reflected in all aspects of employment. Appointment to fixed term contracts should be free of bias and not discriminate on the grounds of any protected characteristic, in line with the Equality Act 2010.
- IV. Staff will only be placed on fixed-term contracts where this is justified for transparent and objective reasons.
- V. Fixed Term contracts will only be used when the position will be limited either by time, for example covering maternity leave, by purpose, for example the completion of a project, or to provide specialist expertise on a short-term basis, to manage short-term fluctuations in business demand, where demand is uncertain, or where the work is externally funded for a limited period.
- VI. All positions must be confirmed via the University's Employment Request (ER) process, which will include an assessment of the appropriate contract type to be issued.
- VII. The University will not treat fixed term colleagues less favourably than colleagues on permanent contracts doing the same or a similar job.
- VIII. Fixed term colleagues who work continually with the University for 24 months or more will have the same redundancy rights as colleagues holding permanent contracts and will therefore be managed under the Redundancy Ordinance.
- IX. Colleagues on successive fixed term contracts will be transferred to a permanent contract under the Fixed Term Ordinance by no later than the date they reach 48 months continuous service.

- X. Where the fixed term contract comes to its end on the given date and this is prior to the colleague achieving 24 months continuous service, Swansea University is not required to provide any notice period. This is because the notice is effectively written into the contract. Whilst notice is not required, Swansea University will however provide appropriate reminders to those terminating before 24 months.
- XI. Fixed Term contracts will terminate when they reach the agreed end date or project / task completion, unless further funding is secured. Any further funding would need to be discussed and agreed by the Line Manager, Pro-Vice-Chancellor/Head of School/Director, Finance Business Partner and People Services Business Partner.
- XII. Where a colleague's fixed term contract is subject to external funding, the employment will terminate at the end of that funding, unless further funding is secured.
- XIII. Where a colleague's fixed term contract is subject to external funding, should the external funding be removed for any reason then the employment may terminate early unless further funding is secured.
- XIV. Colleagues on fixed term contracts must be given equal opportunity with other staff to develop performance and career prospects through staff development, training and professional development review.
- XV. Colleagues on fixed term contracts will be given information on, and the opportunity to apply for, more secure positions,
- XVI. Colleagues on fixed term may at any time request the fixed term nature of their appointment be reviewed by raising this with the Faculty / Directorate via their Line Manager and setting out their objective reasons for this.
- XVII. With regard to externally funded, time-limited research projects where the prospect of continued funding is unlikely, the University's commitments under The Concordat to Support the Career Development of Researcher 2008 will apply.
- XVIII. Continuous service/employment is when an employee has worked for one employer without a break. Continuous employment is calculated from the first day of work.

Part III – Scope

- I. This policy applies to the appointment of all colleagues employed on fixed term contracts.
- II. The policy applies to the termination of fixed term contracts of colleagues with less than 24 months continuous service at contract end date.
- III. Where the fixed term contract comes to an end on the given date, and this is prior to the colleague achieving 24 months continuous service, Swansea University is not required to provide any notice period. This is because the notice is effectively written into the contract. Swansea University will however provide appropriate reminders to those terminating before 24 months.
- IV. If a fixed term contract of a colleague with 24 months or more continuous service comes to an end for reasons stated within Employment Rights Act 1996 section 139, then the Redundancy Policy will apply.
- V. A colleague may at any time request the fixed term nature of their appointment be reviewed by raising this with the Faculty / Directorate via their Line Manager and

setting out their objective reasons for this.

Stages

There are up to three stages to the University's fixed term employment procedure for colleagues under 24 month's service:

Stage 1: Appointment

Stage 2: End of Fixed Term Contract

Stage 3: Possible Renewal of Fixed Term Contract

Stage 1

Appointment

- I. Fixed Term contracts will only be used when the position is limited either by time, for example covering maternity leave, or by purpose, for example the completion of a project, or to provide specialist expertise on a short term basis, to manage short-term fluctuations in business demand, where the demand is uncertain or where the work is externally funded for a limited period.
- II. Fixed term contracts will be provided where funding is not permanent and a contract will not be renewed unless further funding is secured.
- III. Appointment to fixed term contracts should be made in accordance with the Equality Act and Recruitment and Selection Policy, in respect of advertising, selection and appointment, except in circumstances where this would not be practical due to the very short duration of the post, i.e. 3 months or less.
- IV. Once an appointment has been confirmed, and prior to the start date of the appointment Line Managers will provide written confirmation of the appointment; for colleagues on fixed term contracts this will include a statement regarding the nature of the funding (i.e. whether internally or externally funded), the source of funding and the duration of their contract. People Services will provide the template and support the Line Manager with the required information.
- V. Colleagues employed on fixed term contracts will be entitled to the same Terms and Conditions as other colleagues of the University on comparable grades, unless the difference is justifiable for a transparent and objective reason. Where there is a difference in the employment conditions from those of comparable permanent contracts, the fixed term colleague may request in writing to the Line Manager and People Services Business Partner, a written response detailing the objective reasons for these differences. This must be provided in writing within 21 days of receipt of the request.
- VI. All appointments, whether fixed term or permanent, will be probationary in accordance with normal Swansea University practice.
- VII. All colleagues, whether fixed term or permanent, will participate in the professional review scheme.
- VIII. All colleagues are eligible to be considered for Promotion/Merit Awards/Contribution Awards by the application of the appropriate policy, subject to the rules of the scheme in question.

Stage 2

Ending a Fixed Term Contract

- I. Where the fixed term contract comes to its end on the given date, and the appointment will end prior to the colleague achieving 24 months continuous service, Swansea University is not required to provide any notice period. This is because the notice is effectively written into the contract. The University will however provide reminders to those with less than 24 months service on termination.
- II. During the period of the fixed term contract, it is the responsibility of the Line Manager, alongside the Pro-Vice-Chancellor/Head of School/ Director and Finance Business Partner to regularly review whether further funding is available.
- III. No later than 2 months prior to the end of the appointment expiry, an e-mail will be sent from People Services to the Line Manager to remind them that the fixed term contract is coming to an end
- IV. If additional/continued funding is identified, the appointment must be confirmed via the University's Employment Request (ER), which will include an assessment of the appropriate contract type to be issued. If no additional/continued funding is identified, the Line Manager must meet with the colleague to confirm that the fixed term contract will be coming to its end on the given date or upon the agreed action or task being completed. Consulting with the People Services Business' Partner as appropriate.
- V. During the meeting, the Line Manager must:
 - remind the colleague of their contract end date,
 - outline the current funding position,
 - outline the options considered
 - advise the colleague that all University vacancies are advertised within the
- VI. University job pages,
 - signpost additional support available
- VII. An accurate record of this meeting must be documented by the Line Manager, and signed by the colleague before being returned to the relevant People Services Business Partner,
- VIII. Within 7 working days of this meeting, the Line Manager must issue a letter to the colleague using the template to confirm the contract is coming to its natural end.
- IX. Where a colleague whose contract is coming to an end requests reasonable time off for activities such as attending interviews, or training courses, this should be requested through the normal departmental routes.

Stage 3

Renewal / Extension of a Fixed Term Contracts

- I. In some circumstances, where additional funds are identified which enable an extension to the fixed term contract.
- II. The Line Manager must meet with the Pro-Vice-Chancellor/Head of School/ Director, Finance Business Partner and People Services Business Partner to review the funding position and the financial impact of this decision before

- renewing / extending the contract.
- III. If it is agreed, the Line Manager must meet with the colleague to confirm that the fixed term contract will be extended past the given date.
 - IV. During the meeting, the Line Manager must:
 - a. detail how long the contract will be extended for,
 - b. provide the new end date,
 - c. outline the reason for the contract extension,
 - d. understand whether the colleague want to extend the contract
 - V. An accurate record of this meeting must be documented by the Line Manager and signed by the colleague before being returned to the relevant People Services Business Partner.
 - VI. Within 7 working days of this meeting, the Line Manager must issue a letter to the colleague to confirm the contract is being extended, if this is what the colleague wishes to do.
 - VII. If the colleague will have less than 24 months continuous service at the end of the extension, they will be deemed to have been served notice upon the commencement of their reappointment.
 - VIII. If the contract extension means that the colleague has 24 months or more continuous service at the end of the extension, the Redundancy Ordinance and process will need to be followed.

Renewing / Extending a Fixed Term Contract where the colleague will have more than 4 years continuous service.

- I. Colleagues on successive fixed term contracts will be transferred to a permanent contract under the Fixed Term Ordinance by no later than the date they reach 48 months continuous service.
- II. The employment will be considered as continuous if there have been breaks in service of less than ten working days or where breaks form a clear pattern e.g. a regular pattern of not working during the summer vacation.
- III. For Term Time Workers, breaks of service must be considered in line with the contract.
- IV. If a renewal / extension of a fixed term contract would mean the colleague has four years or more continuous service, the Line Manager must meet with the Pro-Vice-Chancellor/Head of School/ Director, Finance Business Partner and People Services Business Partner to review the funding position and the financial impact of this decision before renewing / extending the contract.
- V. If it is agreed that the renewal goes ahead then the colleague will be issued with a permanent contract.
- VI. If the renewal does not go ahead then the reasons must be detailed.
- VII. If a fixed term contract of a colleague with 24 months or more continuous service, comes to an end and there is a risk of redundancy then the Redundancy Policy will apply
- VIII. Where a colleague is transferred to a permanent contract that is funded externally, the Line Manager and People Services Business Partnering Team will continue to monitor the post's funding. Where such funding ends, and there is a risk of redundancy, the Redundancy Ordinance and process will need to be followed.

Research Staff

- I. As recognised in the UK Concordat to Support the Career Development of Researchers 2008, a large proportion of research staff are employed on fixed term funding. Special provision to support and improve professional skills is included in the Concordat.