



Policy on the Use of Fixed Term Contracts

The University considers only the following to be valid, justifiable and acceptable reasons for the use of fixed-term contracts.

- A Where the **funding for the activity is restricted**¹ and available only for a limited period and may or may not continue to be available. This reason should only be used where to do so would be compliant with the regulations.
- B Where the contract is to **cover for the temporary absence** of a member of staff.
- C Where the post has been created for a specific purpose to **accomplish a particular task(s) of a short term duration** which is not an ongoing activity.
- D1 Where the contract is for a defined period of training which will result in a qualification or equivalent and upon qualification the job holder can no longer be retained in the original position as they have now qualified, for example; clinical position or apprenticeship.
- D2 Where the contract is for completion of a training or development programme within a specified time period which is not associated to a qualification but may be restricted by funding, for example; University Fellowship.
- E Where there is a documented decision at University, College or Support Group level that the need for a **particular activity will be delivered in a different way or the need for that activity will reduce or cease** at a specified date and the period of the contract does not extend beyond that date.

¹ Restricted income is defined as "income which is received by the University in respect of a defined project and the funds must be used for that purpose and no other. If funds are not used for the specified purpose, they are generally due to be returned to the provider."

- F Where there is a justifiable wish to employ some individuals with recent experience outwith the University that is necessary for the post such as short-term appointments of practising schoolteachers to teach in the Moray House School of Education.
- G Where the appointee cannot commit to an open-ended contract due to **immigration/work permit restrictions.**²
- H Where the contract is to undertake a **secondment** to or form another School/Support Department or another organisation.
- J Where the contract is to provide employment linked to a specific programme of study for a fixed period of time as determined by the College/Support Group for current University of Edinburgh matriculated students. (See Appendix)
- J2 Where there are no suitable University of Edinburgh matriculated students to fill a 'student employment post' this contract may be issued to a suitable individual who is not a University of Edinburgh student and may or may not be a student elsewhere (See Appendix)

All employees have the right to appeal the University's decision to terminate their employment, including the non-renewal of a fixed-term contract. The relevant appeals process is available at: https://www.ed.ac.uk/files/atoms/files/erap_golden_copy_0.pdf

Review

This Policy was, following consultation with the recognised Trade Unions, published in June 2006. It was amended in April 2013 to separate Reason Code D to Reason Codes D1 and D2; in June 2014 to add Reason Code J; in March 2015 to revise Reason Code J and add Reason Code J2; in October 2015 to revise Reason E; and in October 2016 to reflect changes in the University's redundancy procedures.

Alternative Format

If you require this document in an alternative format please contact UHRS@ed.ac.uk or telephone 0131 650 8127.

² Where the post is open-ended and is offered on a fixed term basis only because of individual restrictions this will be recorded on Oracle HR.

Appendix

Guidance for the Use of *Student Experience* Fixed Term Contracts

Introduction

The University of Edinburgh is committed to providing an outstanding student experience including, where possible, offering employment opportunities that provide both income and work experience during a student's time with us.

To support our commitment we have introduced student experience fixed term contracts which will help the University to continue to offer employment opportunities to University of Edinburgh students each year.

The contracts are normally of fixed duration with employment linked to a specific programme of study for a fixed period of time as determined by the College/ Support Group. The contract will be terminated on the date which is the *earliest* of the following: the end date of the contract **or** the date when the employee ceases to be a matriculated student of the University of Edinburgh. If studies have been formally interrupted the contract may be suspended for the same period and may be reinstated when study resumes.

Where there are no suitable UoE students to fill a post designated as a 'student employment post' a contract may be issued to a suitable individual who is not a UoE student. Under these circumstances, the contract of employment should be for a maximum of one year but can be renewed annually for up to one further year at a time, subject to there being no suitable University of Edinburgh student available to fill the post.

Use of Student Experience Fixed Term Contracts

These types of contracts should be used in circumstances when the work will provide the student with the opportunity to develop their employability skills and enable them to access income to support them whilst studying. There should also be an expectation that the work will be ongoing for the foreseeable future and the University wants this to be available for future cohorts of students. Relevant examples include, but are not limited to the following:

- Pharmacy Counter Assistants

- Research Assistant
- Student Ambassadors
- Student Callers
- Student Helpers
- Tutors and Demonstrators

Extensions to this type of contract will be unusual, however they may be considered in exceptional circumstances. Examples of such exceptions could include: a student who takes maternity leave or is on long term sick leave, or is a Masters student for one year and continues their studies on another course such as a PhD.

If an employee advises the school/department that they do not wish to be offered hours for the coming year, this would normally be deemed to be a resignation and the employment would cease.

The end of the contract term from a “Student Experience” fixed term contract, is a dismissal for “some other substantial reason” under U.K. employment legislation. All employees have the right to appeal the University’s decision to terminate their employment, including the non-renewal of a ‘student experience’ fixed-term contract. The relevant appeals process is available at:

https://www.ed.ac.uk/files/atoms/files/erap_golden_copy_0.pdf