



## STAFF OFFICE

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### **Policy – Use of and Renewal of Fixed-Term and Specified Purpose Contracts**

The introduction of the Protection of Employees (Fixed-Term Work) Act 2003 has implications for all employers and employees in the use of and renewal of contracts that are stated to be fixed-term contracts or specified purpose contracts. This document sets out the policy of Trinity College Dublin in relation to the use of and renewal of such contracts.

#### **Definition**

Section 2 of the 2003 Act defines a fixed-term employee as

*“a person having a contract of employment entered into directly with an employer where the end of the contract of employment concerned is determined by an objective condition such as arriving at a specific date, completing a specific task or the occurrence of a specific event but does not include-*

- a) Employees in initial vocational training relationships or apprenticeship schemes, or*
- b) Employees with a contract of employment which has been concluded within the framework of a specific public or publicly supported training integration or vocational retraining programme”*

It is appropriate to use fixed-term or specified purpose contracts where there is a clear reason for doing so – for example to cover a period of maternity leave or a leave of absence.

#### **Policy**

##### **First Contract**

Trinity College will include in every fixed-term or specified purpose contract a clear statement of the purpose of the contract and why it is for a fixed-term (e.g. because X is on a leave of absence and will be returning to their post on [date]). The letter of appointment will also state that it is the normal policy of Trinity College to fill permanent posts by way of competition following advertisement and the employee will not acquire any right to a permanent post by virtue of their status as a fixed term employee.

##### **Renewal of Contract**

The 2003 Act includes a number of requirements in relation to the renewal of fixed-term contracts. A breach of the requirements of the Act may create a situation where a fixed-term employee becomes entitled to a contract of indefinite duration.

A fixed-term employee being issued with a renewal of a fixed-term contract must be notified in writing, in advance of the date of renewal, of the objective grounds

justifying the renewal of the fixed-term contract and the reason why they are not being offered a contract of indefinite duration.

All fixed-term employees will be advised that permanent vacancies will be advertised on the College website and the Staff Office notice board.

### **Section 9 of the 2003 Act**

S9 (1) provides that where, on or after the passing of the Act (14 July 2003), a fixed-term employee completes or has completed his/her third year of continuous employment with his/her employer, his /her fixed term contract may be renewed by that employer on only one occasion and any such renewal shall be for a fixed-term of no longer than one year (52 weeks).

S9 (2) provides that where after the passing of the Act a fixed-term employee is employed on two or more continuous fixed-term contracts and the date of the first contract is subsequent to the date on which the Act is passed, (14 July 2003), the aggregate duration of such contracts shall not exceed four years.

S9 (3) provides that where any term of a fixed-term contract purports to contravene subsection (1) or (2) that term shall have no effect and the contract concerned shall be deemed to be a contract of indefinite duration

**As an automatic consequence of law, where a fixed-term contract contravenes S9 (1) or (2) the fixed-term employee becomes entitled to a contract of indefinite duration.**

There is a general exemption from the provisions of S9 (1) to (3) where there are objective grounds justifying such a renewal. Objective grounds are not defined in the Act and consequently it is difficult to state what will or will not constitute objective grounds. What may or may not constitute objective grounds is an issue that may be contested through different strands of litigation. It is our policy to avoid renewing fixed-term contracts unless there are very clear and substantial reasons to justify such a renewal.

It is the policy of Trinity College to fill permanent posts through competition following advertisement. Exceptional circumstances may arise from time to time that necessitate a departure from this policy e.g. internal re-organisation where redeployment of existing employees may be required or a need to retain particular skills or experience.

Personnel and Appointments Committee  
24 May 2006