

Human Resources

Fixed Term Contract Policy



1. Policy Statement

- 1.1 The School is committed to ensuring continuity of employment for its staff, so far as it is possible, and to use fixed-term contracts only for transparent and objective reasons where there is a genuine fixed-term need.
- 1.2 It is School policy to appoint staff on appropriate contracts. As a general rule, staff within the School will be employed on a contract without duration unless a fixed-term contract can be objectively justified.
- 1.3 This policy is underpinned by the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002. There are two main areas covered by the Regulations. The first relates to less favourable treatment and the second relates to the use of successive fixed-term contracts. Under these Regulations employees on a fixed-term contract for four years or more may automatically become a permanent employee unless it can be objectively justified.
- 1.4 The School will ensure that staff who are employed on fixed-term contracts are not treated less favourably than those on contracts without duration. Managers will ensure staff on fixed-term contracts are treated fairly and equitably. Any differences in the terms and conditions of employment of fixed-term staff will be objectively justified.
- 1.5 Certain terms and conditions of employment may be pro-rata for fixed-term staff as appropriate to the circumstances. For example, annual leave entitlement for fixed-term staff who are employed for less than a full leave year will be pro-rata.
- 1.6 This policy will be applied in a non-discriminatory way, in line with the School's Equality and Diversity Strategy.

2. Purpose

- 2.1 The aim of this policy is to:
 - a) Ensure that fixed-term contracts are only issued where there is a genuine fixed-term need which can be objectively justified;

- b) Ensure compliance with legislation governing the employment of staff on fixed-term contracts;
- c) Provide circumstances in which fixed-term contracts may be used and provide for the transfer of fixed-term staff to without duration contracts where appropriate.

3. Scope and Access

- 3.1 This policy applies to all employees at the School issued with a contract of employment that has a contract end date. It may also apply to employees on without duration contracts where the post is funded by a research grant or contract. It does not cover consultants, temporary workers, apprentices, placement students or agency staff.
- 3.2 This policy is not contractual and may be amended through the normal School procedures. The policy is not intended to remove any existing protections or entitlements to employees under their contract of employment or collective agreements between the School and trade unions.

4. Fixed-Term Contracts

- 4.1 Fixed-term contracts are contracts that last for a specified time, or will end when a specified task or event has been completed¹.
- 4.2 A fixed-term contract should only be issued to an employee where there is a specific need for the post to be appointed on a temporary basis. A fixed-term contract should not be used to assess an employee's suitability for the post. Circumstances in which a fixed-term contract can be issued is covered under 5.1.
- 4.3 Recruiting Managers must state the objective justification for any fixedterm position with the recruitment paperwork submitted to HR and the objective justification should be provided to all appointees in the contract of employment.

5. Circumstances in Which a Fixed-Term Contract Can Be Used

- 5.1 Appointments on a fixed-term basis can be justified in the following circumstances, providing they would not give rise to unlawful

¹ Definition quoted from ACAS website <http://www.acas.org.uk/index.aspx?articleid=4587>

discrimination on the grounds of protected characteristics i.e. part-time status, gender, age, race, disability, sexual orientation, gender re-assignment, marriage and civil partnership, pregnancy and maternity, religion or belief.

- a) The post requires specialist expertise or recent experience that is not already available within the School in the short-term to support a specific task or project;
- b) To cover for staff absence as appropriate e.g. maternity leave, adoption leave, shared parental leave, long term sickness, study leave;
- c) The contract is to provide a secondment or career development opportunity;
- d) Input from specialist practitioners;
- e) To meet fluctuating business/service demands;
- f) For an interim period pending the restructuring of a department and/or recruitment to a specific post;
- g) Where appointments to posts are made on a rotational basis e.g. Clinical Research Fellows on the specialist trainee training programme;
- h) Where there is no reasonable prospect of funding being renewed or becoming available.

5.2 The temporary nature of external funding will not automatically be a reason for the use of a fixed-term contract. Where the work is on-going over a number of years a contract without duration may be appropriate and decisions will be on a case-by-case basis.

5.3 The list of objective reasons for the use of a fixed-term contract outlined in 5.1 is not exhaustive. Where none of the criteria apply then advice should be sought from HR.

6. Review of Fixed-Term Contract

6.1 The line manager is responsible for reviewing the fixed-term contract at least six months prior to the end date.

6.2 On reviewing a fixed-term contract the line manager should consider the following:

- a) Whether there is an ongoing requirement for the work to be undertaken;
- b) The period of time during which there will be an ongoing requirement;

- c) Whether a source of funding is available to support this ongoing requirement;
- d) Whether it would be appropriate to **transfer to a contract without duration**: this should be considered first and if it is not an option the reasons should be explained and discussed with the individual;
- e) Whether the contract can be **extended on a further fixed-term contract**: the line manager must review whether the reason for the fixed-term contract can be objectively justified by referring to the objective reasons outlined under 5.1. If there is no objective justification to maintain the use of a fixed-term contract the post may be transferred to a contract without duration;
- f) Whether the **contract will end**: under the Fixed-term Employees Regulations the automatic termination and non-renewal of a fixed-term contract is treated in law as a dismissal.

7. Transfer of Staff to Without Duration Contracts

- 7.1 A review of contractual status will take place each time a contract is due to expire to ensure that the use of fixed-term contract is objectively justified.
- 7.2 The purpose of this review will be to consider whether the continuation of a fixed-term contract remains justified or whether transfer to a contract without duration is appropriate.
- 7.3 Transfer of a post to a contract without duration will be on the basis of the nature of the post rather than on the attainment of a specific number of years of continuous employment. Consideration should be based on whether the funding stream is reasonably assured and whether there is a continued need for the post as well as other relevant information such as anticipated staffing changes through planned retirements, promotions, restructure. In considering whether other external or internal funds may become available consideration should be given to *all* sources of funding. If a line manager considers that transfer to a contract without duration is appropriate the line manager can refer to the Procedure for the Management of Fixed Term Contracts² and return a completed Without Duration Contract Application Form to the HR Department. If a post is to be transferred to a contract without duration it will be subject to financial approval and approval of the Head of Service/Head of Department and Dean of Faculty.
- 7.4 Upon receipt of the approval form (i.e. Without Duration Contract

²The Procedure for the Management of Fixed Term Contracts is currently under development and will be available shortly.

Application Form) to transfer a contract without duration the HR Department will issue a letter to the employee to confirm that their contract is without duration.

8. Right to Request for a Written Statement

8.1 Under the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, staff employed on fixed-term contracts have the right to request confirmation under the following circumstances:

a) To justify less favourable treatment

If an employee believes that he or she has been treated less favourably than a comparable employee on a contract without duration, they may submit a request in writing to their line manager.

b) Four-year rule – without duration contract or justification for continued use of a fixed-term contract

Once an employee accrues four years' continuous service at the School and believes that their contract should be without duration he/she has the right to request written confirmation that their contract is without duration or be given reasons why it is to continue as a fixed-term contract.

8.2 Requests should be addressed to the line manager with a copy sent to the HR Partner Team in writing. The line manager must provide a response within 21 days of receiving a written request. The line manager should also consult with the HR Partner Team before providing a response.

8.3 The line manager is responsible for reviewing the request and providing the written statement and should consult immediately with the HR Partner Team for assistance in preparing this response.

8.4 The line manager should therefore provide:

- a) Objective justification for any less favourable treatment or;
- b) Objective justification for continued use of a fixed-term contract or;
- c) If the employment is to be transferred to a contract without duration the line manager should complete Without Duration Contract Application Form and obtain the appropriate approval (as detailed on the Without Duration Contract Application Form) before confirming the outcome.

9. Termination of Employment on Expiry of Fixed-Term Contract

9.1 The School recognises that the ending of a fixed-term contract is a dismissal in law. Therefore, the reason for ending a fixed-term contract

would normally relate to the objective justification for issuing the fixed term.

- 9.2 Any issues which arise in relation to the employee's capability, performance or conduct should be dealt with through the relevant procedure, and managers should not rely on the duration of an employment contract as a method of termination. For further details, see the Capability (Performance) Policy and Procedure for Professional Support Staff and Disciplinary and Dismissal Procedure for Professional Support Staff or the Academic Disciplinary and Capability Policy.

Other Related Policies and Guidance

Redundancy and Redeployment

Equality & Diversity Strategy

Capability (Performance) Policy and Procedure for Professional Support Staff

Disciplinary and Dismissal Procedure for Professional Support Staff

Academic Disciplinary and Capability Policy