

Fixed-Term Contracts Policy and Procedure

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1. Policy

- 1.1. The University recognises the need to ensure that staff feel secure and appropriately supported throughout their employment.
- 1.2. Led by our values, we are committed to appointing staff on indefinite contracts where possible, however we recognise the use of fixed-term contracts is necessary in specific circumstances.
- 1.3. Our objective remains to secure the right balance between flexibility and efficient working practices, whilst delivering fair employment all staff. Where we continue to use fixed-term contracts the reasons will be transparent and objectively justifiable.

2. Scope of the Policy

- 2.1. This procedure applies to all employees of St Mary's University engaged on a fixed-term contract of employment, except agency and casual staff.

3. Principles

- 3.1. A fixed-term contract is defined, in accordance with the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 ("the Regulations") as a contract of employment that will:
 - a) Last for a set period of time; or
 - b) end on the completion of a particular task; or
 - c) occurrence or non-occurrence of any other specific event i.e. funding runs out.
- 3.2. The underlying principle of the legislation is that fixed-term employees, should not be treated less favourably than comparable permanent employees on the grounds that they are fixed-term employees, unless this is objectively justified.
- 3.3. An expiry or non-renewal of a fixed-term contract is a dismissal in law on the grounds of redundancy or some other substantial reason (SOSR). Therefore, statutory dismissal procedures apply to staff on fixed-term contracts.
- 3.4. Fixed-term employees, like other employees, have the right to bring an unfair dismissal claim if they have been employed for two years or more when their employment ends.
- 3.5. Staff on fixed-term contracts will receive the same terms and conditions of service, as staff with open ended contracts, and have access to career development opportunities. Where differentiation is genuinely unavoidable, there must be a clear objective justification which should be provided within the statutory 21-day period to any staff who query it.
- 3.6. Qualifying staff (staff with two years or more continuous service) have the right to a statutory redundancy payment.
- 3.7. The University will seek, where possible, to limit the use of successive FTCs unless the continued use of a fixed-term contract can be justified on objective grounds.
- 3.8. Staff appointed on successive fixed-term contracts with 4 years or more continuous service are entitled to a permanent contract, unless the fixed-term in their contract can be objectively justified.
- 3.9. The University will make every effort to support redeployment of staff on expiring fixed-term contracts. Whilst every effort should be made to support redeployment, there is no a guarantee that suitable redeployment will be found: suitable alternative employment (i.e. where the postholder meets at least the minimum essential selection criteria for the role) may not arise during the relevant period of time. In

such cases the contract will end at its anticipated date and redundancy payments may be due.

4. Objectively Justifiable Reasons

4.1. The objective justification must be clearly stated when employing an individual on a fixed-term contract. For example:

- The post requires specialist expertise or experience to support a specific task or project for a limited term and/or limited by funding;
- The post is a clearly defined training or career development position (e.g. Graduate Teaching Assistant, Internship);
- To provide cover as required (whether directly or indirectly) for an employee who is absent for a limited period (e.g. maternity leave, sickness absence, career break, secondment back fill, sabbatical leave, grant funded research or other activity as required);
- To provide cover for all or part of a vacant post pending the appointment of a permanent post holder;
- Other necessary and objective reasons or circumstances (e.g. short-term teaching less than 12 weeks);
- To meet fluctuating demand for a service (e.g. short courses, particular modules or schemes of study or to meet seasonal fluctuations in demand);
- For an interim period pending the restructuring of a Faculty /Department.

4.2. This list is not exhaustive and there may be other circumstances in which appointment to a fixed-term contract is appropriate and can be justified on objective grounds.

5. Recruitment

5.1. Prior to requesting permission to recruit for a fixed-term contract, line managers are expected to consider their Faculty /Departmental plans to determine whether recruiting to an indefinite or fixed-term appointment would be appropriate.

5.2. Line managers will be expected to identify the objectively justifiable reason for the use of a fixed-term contract at the outset of the recruitment process and this information will be used to advise applicants of the reason for appointing them for a fixed-term.

5.3. The objectively justifiable reason for fixed-term employment will be included in the contract of employment.

5.4. Where it is not possible to provide an objective justification, the contract will be deemed to be open-ended.

6. Contract Expiry, Extension and Permanence

6.1. The University is required to follow a process when reviewing the status (or significantly changing) any fixed-term contract.

6.2. HR will contact the line manager to discuss the likely status of the fixed-term contract, typically three months before the recorded end date.

6.3. At the end of a fixed-term contract the line manager may end the contract, extend the contract or make the contract permanent.

- 6.4. The extension of a contract or appointment to a permanent role will require prior approval by the University's Headcount Control process.
- 6.5. Staff with less than two years' service will be written to by the line manager, informing them of the decision and providing the rationale for not extending the fixed-term contract. When a fixed term contract ends on the agreed end date the University will not normally need to provide notice.
- 6.6. Staff with more than two years' service will be invited to a meeting to discuss the proposed ending of the fixed term contract. An outcome will be provided by the line manager following this meeting to inform the employee of the University's intention and rationale for not extending the fixed-term contract.
- 6.7. Staff whose contract is to be extended will be notified by the line manager, with Human Resources providing a formal variation to contract.
- 6.8. Staff whose contract is to be made open-ended will be notified by the line manager, with Human Resources providing a formal variation to contract. A formal recruitment process may be required, if such a process was not completed on appointment to the fixed-term role.
- 6.9. All staff whose fixed-term contract is not renewed or extended on the termination date, or who are not offered an open-ended contract, have the right to appeal against the decision in writing within 5 working days of receipt of the outcome to the Director of Human Resources. The appeal will normally be for the following reasons; procedural irregularity or new information which was not available at the time of the decision. The decision of the appeal chair will be final.
- 6.10. Where it is confirmed to staff that a fixed-term role is ending at expiry, the University will support staff to find suitable alternative employment where they meet the minimum essential selection criteria for a vacancy within the contractual notice period.
- 6.11. Fixed-term contract staff should notify Human Resources of any applications made during the notice period to ensure the application is managed as redeployment, with shortlisting based on meeting the minimum criteria for the role.

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