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Fixed Term Contract Guidelines

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Purpose and Core Principles

These guidelines have been developed to provide a clear framework for the use of fixed term contracts and to ensure that during their period of employment and on termination employees on fixed term contracts experience fair and equal treatment.

Scope

These guidelines address requests for issuing, extending or terminating a Fixed Term Contract and apply to all employees holding a fixed term post at our University. They do not apply to employees employed on a casual basis covered by our Casual Workers Policy, or to agency workers.

Responsibility

Managers are responsible for managing fixed term contracts in accordance with these guidelines. Human Resources are responsible for providing advice and guidance on these guidelines.

Review

The application of these guidelines will be monitored on an annual basis and reviewed a minimum of every three years or sooner, in light of legislative changes or organisational requirements as appropriate.

Guidelines

1. Definition

- 1.1 A fixed term contract is one with a defined end date or one that refers to the occurrence of a specified event. Employees appointed on a fixed term contract should reasonably expect the contract to terminate at the specified end date or on the occurrence of the specified event. However, a contract may be terminated earlier, giving the appropriate notice or making a payment in lieu of notice.

2. Objective Reason for the Use of Fixed Term Contracts

- 2.1 The standard form of employment contract within our University is 'indefinite'. There will be occasions where the use of fixed term contracts is justified. Within this context, examples of necessary and objective reasons or circumstances for the use of fixed term contracts could include, but is not limited to:
- External funding which is available for a specific period of time.
 - A particular task or project and will terminate upon completion of the task or project.
 - Teaching or research provided by a short-term specialist practitioner.
 - Cover for an employee absent through illness, maternity or other periods of leave.
 - To provide additional staff or resource for a specific period.
 - Interim cover/support during a change programme/restructure.
 - Student or other business demand can be demonstrated as particularly uncertain.
 - Training or career development, for example, traineeships/modern apprenticeship, graduate internships, graduate teaching assistants.

3. Request to issue a Fixed Term Contract

- 3.1 A request for a Fixed Term Contract must be made using the standard Vacancy Review Panel (VRP) pro forma.
- 3.2 The underlying reason for the post being fixed term must be clearly stated and must be objective and justifiable, as outlined in Section 2. Advice should be sought from Human Resources where necessary and if there is any doubt about the validity of using a fixed term appointment, the Director of Human Resources (or nominee) will provide the necessary approval.
- 3.3 Approval of the post will include approval of the reason for it being fixed term.
- 3.4 The reason for an appointment being made on a fixed term basis will be included in an employee's Statement of Main Terms and Conditions.

3.5 Where it is deemed appropriate and necessary to appoint an employee on a fixed term contract, the employee will be engaged on terms and conditions of employment and have access to services, on terms that are no less favourable to those enjoyed by comparable employees on indefinite contracts unless any difference in treatment can be objectively justified.

4. Request to Extend a Fixed Term Contract

4.1 Requests to extend a fixed term contract must be made using the VRP process and will be considered by the VRP in the normal way. The request must include a clear rationale stipulating the reason for the continuing fixed term contract. It is recognised that during the employment period the circumstances may change and therefore the reason to justify a renewal may be different from that used in the initial appointment. This revised reason must be clearly stated in the correspondence confirming an employee's extension.

4.2 Approval of the extension will include approval of the reason why the contract is to remain fixed term.

5. Ending of Fixed Term Contracts

5.1 The ending of a fixed term contract is a dismissal in law and is therefore covered by the current employment legislation relating to unfair dismissal. Our University's Dismissal Procedure must be followed where an employee has more than twelve calendar months' continuous service at the proposed date of termination.

5.2 The School/Service will confirm that the contract is to end, or indicate if an extension is required, as soon as possible. If an extension is required, the process for requesting extensions as outlined in Section 4 must be followed.

5.3 If the contract is to end, the manager will discuss the reason with the employee concerned and will notify Human Resources to ensure appropriate written confirmation is issued. Where appropriate, the University Dismissal Procedure should be followed.

6. Four Year Review

6.1 The Fixed Term Workers regulations lay down a statutory limit of four years on the use of successive fixed term contracts. It may still be possible for a fixed term contract to be extended beyond four years, but the reason for this must meet the 'objective justification' test. Where it is not possible to provide an objective justification, the employment status will be transferred to 'indefinite'.

6.2 All employees with four or more years' continuous service on successive fixed term contracts will therefore be considered for transfer to an indefinite contract.

7. Redundancy Pay

- 7.1 The normal reason for termination of a fixed term contract will be redundancy, although this is not always the case. Where an employee is dismissed for reasons of redundancy they have the right to a statutory redundancy payment where the duration of their continuous employment is two years or more. This includes fixed term posts which are initially offered on a shorter term basis but are subsequently extended beyond two years' service or where the employee has held several positions at the University with continuity of employment.
- 7.2 Where the reason for termination is not redundancy (and in most cases will be 'some other substantial reason') there is no entitlement to a redundancy payment or to consideration within the Redeployment Policy and Procedure.

8. Notice Requirements

- 8.1 Where possible, the end date of the fixed term contract will be clearly stated in the Statement of Main Terms and Conditions and the employee should expect the contract to end on this date. Where the fixed term contract is extended, a revised end date will normally be provided.
- 8.2 Alternatively, a fixed term contract may be related to the occurrence of a specified event. For example, the ending of funding; the return of an employee from maternity leave or notification of their non-return; the completion of a task/specified area of work. The employee should expect the contract to end on the occurrence of the event.
- 8.3 In the circumstances outlined in 8.1 and 8.2 above, there is no requirement for the University or the employee to give contractual or indeed statutory notice. The notice clause in the Statement of Main Terms and Conditions is only relevant where the University or the employee wish to give notice of earlier termination. All or part of the notice may be paid in lieu of notice.

9. Other Procedural Matters

- 9.1 Where an employee employed on a fixed term contract is on maternity or long term sick leave, these procedures must still be followed. In such circumstances, the advice of Human Resources should be sought in advance of the proposed contract end date.
- 9.2 Where a fixed term contract comes to an end and the post is released as a permanent vacancy, the post should be advertised in the normal way.
- 9.3 The Redeployment Policy and Procedure is only applicable where the reason for the expiry of the fixed term contract meets the statutory definition of redundancy and the employee has two or more years' continuous service.

- 9.4 Employees that are employed on a fixed term contract are entitled to apply for any vacancies that arise during the course of their employment at our University, including those that are advertised as 'internal only', up to and including the proposed date of termination.

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