



October 2021

Fixed-term Contracts Policy

Policy Statement

It is the provision's policy to recruit staff on fixed-term contracts only where there is a specific reason for engaging someone on a temporary basis.

Procedure

Recruitment

1. Before proceeding to recruit someone on a fixed-term contract, the manager responsible for filling the vacancy will discuss with Julie Partridge whether employment on a fixed-term contract is appropriate.
2. This will be the case only where it is known or thought likely that the need for someone to perform the work is genuinely temporary.
3. The provision will only recruit staff on fixed-term contracts when:
 - a. it is known that the job, task or project will last for only a temporary period
 - b. it is known in advance that a particular job will come to an end on a specific date
 - c. the employee is engaged to cover for another employee who is absent on leave
 - d. the post is dependent on external funding or other resources and there is a possibility that the funding or resources will come to an end.

Offer of Employment

1. The offer of employment will make it clear to the prospective employee that the contract is:
 - a. for a specified period of time (ie the termination date will be stated) or
 - b. for the purpose of completing a specified job, task or project and that once that job, task or project is complete, the contract will terminate, or
 - c. to cover for another employee who is absent from work, and that when that employee returns to work, the contract will terminate.

Duration of Fixed-term Contracts

1. The provision may, if circumstances change during the term of the fixed-term employee's contract, offer the person an extension to the original contract. If the need arises for such an extension, the manager

must first discuss the matter with Julie Partridge before offering any extension of the contract to the fixed-term employee.

2. The provision will not normally engage someone on a fixed-term contract for a period of more than 6 months. In exceptional circumstances, where employment on one or more fixed-term contracts has continued, without any gaps, for four years or more, the employee will have the right (under the Fixed-Term Employees Regulations 2002) automatically to be treated as a permanent employee if their contract has been renewed or extended at least once, or is renewed or extended after the four-year period.
3. There will be provision within the contract for either party to give notice of termination prior to the natural end of the contract.

Terms of Employment

1. The pay and other contractual terms offered to the fixed-term employee will be those normally applicable to permanent employees performing the same or similar work.
2. Employees on fixed-term contracts will not be treated less favourably than employees engaged on permanent contracts at the same establishment, unless there is objective justification for the less favourable treatment in question.
3. Where employment benefits are dependent on an employee gaining a minimum period of service, the same qualifying period of service will apply to fixed-term employees.

Non-contractual Benefits

1. During their employment, fixed-term employees will be afforded the same access to any non-contractual perks and benefits as comparable permanent employees.
2. Fixed-term employees will also be given access to opportunities for transfer, training and promotion on the same basis as permanent staff with comparable periods of service. No fixed-term employee will be denied or refused training, transfer or promotion on account of their fixed-term status.

Access to Opportunities for Permanent Work

1. Employees on fixed-term contracts will be made aware of any permanent vacancies within the provision and will be considered on an equal basis as permanent staff with equivalent periods of service with the provision.

Termination Procedure

1. In advance of the expected termination date the employee's manager will:
 - a. write to the employee reminding the employee that their contract will expire at a specified time in the near future, and invite them to come to a meeting to discuss the matter
 - b. inform the employee that they have the right to be accompanied at the meeting by a fellow-worker or trade union official of their choice
 - c. at the meeting, discuss the termination of the contract and consider any alternative work that may be available.
2. If, following the meeting, the contract is not renewed or extended, the employee will be informed that they have the right of appeal against the decision to terminate employment.

Complaints About Unfavourable Treatment

1. Should an employee on a fixed-term contract complain that they have not been afforded equal treatment as compared to an equivalent permanent employee, the provision will respond in writing to the employee's complaint within 21 days.

Note that the non-renewal of a fixed-term contract is not covered by compliance with the 2009 *Acas Code of Practice 1 — Disciplinary and Grievance Procedures*.

Signed: _____

Date: _____

Policy review date: _____