



## **MANAGING FIXED-TERM CONTRACTS**

### **1. About this guidance**

1.1. The purpose of this guidance is to assist managers in appointing to, renewing/extending or ending fixed-term contracts of employment and to ensure fairness and equality for all employees.

1.2. In line with legislation, fixed-term employees have the right not to be treated less favourably than colleagues employed on permanent contracts.

1.3. This guidance applies to all individuals employed by St George's, University of London on a fixed-term contract. It does not apply to agency workers, casuals, consultants or self-employed contractors.

### **2. Using fixed-term contracts**

2.1. The normal method of employment at St George's, University of London will be on a permanent contract. However, for some posts, a fixed-term contract is appropriate where the reason for it can be objectively justified. Other than in exceptional circumstances, posts will only be established on a fixed-term basis in accordance with one of the following criteria:

- Where funding is available only to employ particular skills to carry out a specific, time-limited piece of work or project, for example a grant funded post or teaching short courses.
- Where an appointment is for the purpose of research training or on a rotational basis, eg Clinical Research Fellows on a specialist training programme.
- Where the employment is associated with an activity where there is a risk, for example the financial sustainability of a new course when it is not known whether or not it will succeed or fail, to meet variable and uncertain student or other business demand.
- To cover specific absences, eg maternity leave, secondment and sickness, or to cover a vacancy while permanent recruitment is undertaken.

- Where a former employee is re-engaged following retirement.
- Where there is genuine uncertainty about the continued funding or need for a post in the foreseeable future.

2.2. Employees on fixed-term contracts must receive equal support in terms of the recruitment process, induction, probation, appraisal, and access to training and development. Similarly, the performance, capability and conduct of staff on fixed-term contracts must be properly monitored and managed.

2.3. The use of fixed-term contracts will be monitored by Human Resources (HR). Regular reports on the use of fixed-term contracts and their end dates are sent to Institutes/Departments. In addition, automated emails are sent to the managers of employees on fixed-term contracts reminding them of the expected end date of the contract and the need to consider next steps.

### **3. The right to be accompanied**

3.1. An employee has the right to be accompanied by a companion who is a work colleague, trade union representative or an official employed by a trade union, at meetings to discuss the termination of their fixed-term contract.

3.2. The employee must make arrangements for their companion to attend the meeting and advise the manager who their chosen companion is, in good time before the meeting. If the companion is not available at the time proposed for the meeting the manager will postpone the meeting to a time proposed by the employee provided that the alternative time is both reasonable and not more than five working days after the date originally proposed. Other than in exceptional circumstances, only one postponement will be permitted.

3.3. The companion may address the meeting to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the meeting and confer with them during the meeting. The companion does not, however, have the right to answer questions on the employee's behalf, address the meeting if the employee does not wish it or prevent the manager from explaining their case.

3.4. Acting as a companion is voluntary and colleagues are under no obligation to do so.

### **4. Making a post permanent**

4.1. Three months prior to the end date of a fixed-term contract, the employee's manager will receive a notification from HR. Managers should ensure that they consult with the employee on the decision in relation to their contract in good time.

4.2. Transfer of a post to a permanent contract will be on the basis of the nature of the post, the work being undertaken and the funding stream, rather than on the

attainment of a specific number of years of continuous employment. If a post does not meet the criteria for the use of fixed-term contracts and the funding stream is reasonably assured, the post may be transferred to a permanent contract.

4.3. If a manager considers that transfer to a permanent contract is appropriate they should discuss this with Finance to consider the funding situation. Approval should also be obtained from Resourcing Review Committee (RRC).

4.4. Managers should consult with the employee on the reasons and options relating to his/her transfer to a permanent appointment. The manager should return the fixed-term contract discussion meeting form (given as Appendix A), together with a changes to contracts and appointments form, to HR **at least one month before the end of the fixed-term contract** (failure to do so could lead to the individual ceasing to be paid). The form should include clear instructions and the reason for the decision.

4.5. HR will provide managers with advice as appropriate and, on receipt of both forms, will formally notify the employee of their permanent appointment.

4.6. If an employee chooses to leave St George's, University of London at the end of their fixed-term contract and the intention had been to make the post permanent, the employee will be deemed to have resigned and will not be entitled to a redundancy payment. A resignation letter should be sent to HR.

## 5. Extension/renewal of fixed-term contract

5.1. Three months prior to the end date of a fixed-term contract the employee's manager will receive a notification from HR. Managers should ensure that they consult with the employee on the decision in relation to their contract in good time.

5.2. Managers should consider whether it is possible to transfer the post to a permanent contract prior to renewal/extension. However, if objective and necessary reasons exist, for example the criteria outlined in Section 2 above, then managers should consider extending the appointment for a further fixed-term period.

5.3. Managers should consult with Finance and, for externally funded posts, JRES to discuss the funding situation, eg whether there is sufficient funding available to extend an employee's fixed-term contract. Approval from RRC will also be required for roles that are not 100% grant funded.

5.4. Managers should consider whether an application for bridging funding might be appropriate. St George's, University of London has established a central contingency fund to provide salary bridging funding for a limited period, in order to retain key research staff whose current funding source is ending, but where there is a good prospect of further funding being confirmed in the near future. Further information is available from JRES.

5.5. Managers should consult with the employee on the reasons and options relating to his/her extension or renewal of contract. The manager should return the fixed-term contract discussion meeting form (given as Appendix A), together with a changes to

contracts and appointments form, to HR **at least one month before the end of the fixed-term contract** (failure to do so could lead to the individual ceasing to be paid). The form should include clear instructions and the reason for the decision.

5.6. HR will provide managers with advice as appropriate and, on receipt of both forms, will formally notify the employee of the renewal/extension of the contract.

5.7. An employee whose contract of employment is renewed on a fixed-term basis after a period of 4 years' service on a fixed-term contract (or a succession of fixed-term contracts) will be deemed to be a permanent employee unless there is an objective justification, for example one of the criteria listed in Section 2.

5.8. If an employee chooses to leave St George's, University of London at the end of their fixed-term contract and the intention had been to extend/renew the fixed-term contract, they employee will be deemed to have resigned and will not be entitled to a redundancy payment. A resignation letter should be sent to HR.

## 6. Terminating a fixed-term contract

6.1. Fixed-term appointments must only be terminated on their expiry for reasons which meet the legal definition of redundancy, ie that funding for the post has ceased and/or the requirement for the particular skills set has ceased or diminished and/or the project or task has concluded. In circumstances where the capability or conduct of an employee has been unsatisfactory, the termination of his/her fixed-term contract cannot be used as an alternative to the use of disciplinary, capability or other appropriate procedures.

6.2. Three months prior to the end date of a fixed-term contract the employee's manager will receive a notification from HR. Managers should ensure that they consult with the employee on the decision to terminate their contract in good time and as soon as this position is known.

6.3. Managers should consult with the employee on the reasons for the termination of the contract and alternative options. The manager should return the fixed-term contract discussion meeting form (given as Appendix A) to HR **at least one month before the end of the fixed-term contract**. The form should include clear instructions and the reason for the decision.

6.4. HR will provide managers with advice as appropriate and, on receipt of the form, will formally notify the employee of the termination of the contract and the reasons (normally redundancy) and will inform them of their right to appeal against the decision.

6.5. Legislation requires that information on vacancies must be made available to fixed-term employees whose contracts are likely to or will expire, in order to assist them in securing permanent employment. As outlined in Section 7, managers should discuss career development and redeployment opportunities with employees.

6.6. If an individual wishes to appeal against the decision to terminate their fixed-term contract, they must submit their appeal in writing to the Director of HR&OD within 5 working days of receiving formal notification of termination.

6.7. Redundancy payments on the expiry of a fixed-term contract will be paid to individuals who have at least two years' continuous service with St George's, University of London in accordance with the statutory minimum, which are based on an employee's age and length of employment and are counted back from the date of redundancy

- 1.5 weeks' pay for each year of employment after their 41st birthday;
- a week's pay for each year of employment after their 22nd birthday;
- half a week's pay for each year of employment up to their 22nd birthday.

Length of service is capped at 20 years and weekly pay is capped in accordance with the statutory limit.

6.8. Employees will not be entitled to a redundancy payment if they:

- hold a national training number (NTN) and return to their substantive NHS training post at the end of their fixed-term contract;
- are dismissed for reasons of misconduct;
- are redeployed within St George's, University of London - in circumstances where this leads to a break in contract of up to four weeks bridging funding may apply;
- leave their employment before the termination of their fixed-term contract, except if they are being released early by agreement.

## **7. Redeployment**

7.1. St George's, University of London will provide assistance to employees whose fixed-term contract is terminating. Managers should discuss options with employees.

7.2. If the employee wishes to seek employment outside St George's, University of London, assistance will be provided to the employee to secure an appropriate post, including reasonable time off for training and attending interviews.

7.3. If the employee wants to continue in employment at St George's, University of London, help can be provided. This could include making applications for bridging funding, grant extensions and new funding, exploring other potential research or job opportunities available and options for retraining to take advantage of these.

7.4. Employees should discuss with their manager the types of posts in St George's, University of London they might be suitable for and identify potentially suitable alternative employment, eg looking through the jobs on St George's, University of London's recruitment website.

## APPENDIX A: FIXED TERM CONTRACT DISCUSSION MEETING FORM



**Please record your discussion with the named member of staff below. This must be done in conjunction with the guidance for the management of fixed-term contracts.**

**NAME:**

**SUPERVISOR:**

**DIVISION/DEPARTMENT:**

In order to comply with fixed-term contract legislation, it is important that you meet with the employee to discuss the situation and complete the form below, whether or not the outcome in this particular employee's case is already clear.

The guidance on the management of fixed-term contracts is held on website (<https://www.sgul.ac.uk/about/governance/policies>) and copies can be obtained from HR.

**Prior to any discussions with the employee you should contact Joint Research and Enterprise Services or Finance to agree any funding implications related to the fixed-term employee's appointment.**

When completed this form should be returned to HR together with a completed Changes to Contracts & Appointments form.

*Your discussion should cover the following (please provide details in the boxes)*

<p><b>Transfer/Conversion to a permanent contract</b> This option should be considered first. If this is not an option, the reasons should be explained and discussed with the individual and should be noted opposite.</p>	
<p><b>Extension on a further fixed term contract</b> If this is a potential option, indicate this to the employee and outline in the box opposite:</p> <ul style="list-style-type: none"> <li>• The possible length of extension</li> <li>• The objective reasons for continuing the employment on a fixed term contract</li> <li>• Prospects for further funding or alternative sources of funding to continue the employment</li> </ul>	

<ul style="list-style-type: none"> <li>• Suitability for Bridging Funding</li> <li>• <b><i>If an extension is offered and the employee wishes to resign, HR will require a resignation letter from the employee.</i></b></li> </ul>	
<p><b>Termination of the current fixed term contract</b>  Explain to the employee and outline in the space opposite the likely reasons for non-renewal of the current contract and the time scale for providing further information.</p>	
<p><b>Redeployment within the Department/ St George's, University of London</b></p> <ul style="list-style-type: none"> <li>• Explore with the employee their career development aspirations, their experience, skills and abilities</li> <li>• Discuss options for alternative appointments in the Department/St George's, University of London</li> <li>• Give details of any posts currently available or likely to arise in the Division/St George's, University of London</li> <li>• Refer the employee to the list of advertised vacancies on the St George's, University of London recruitment website. If the employee expresses an interest in a vacancy agree how to proceed and advise them to contact HR</li> </ul>	
<p><b>Further Action</b></p> <p>If continued employment in the Institute/Department is not foreseeable, please discuss steps that can be taken to assist the employee.</p> <ul style="list-style-type: none"> <li>• Assistance with applications for alternative posts eg revising CV</li> <li>• Options for retraining</li> <li>• Reasonable time off to look for work or to attend training to facilitate redeployment</li> <li>• Guidance on careers information</li> <li>• Refer to website: <a href="http://jobs.sgul.ac.uk/">http://jobs.sgul.ac.uk/</a></li> <li>• Other...</li> </ul>	

<b>Additional notes:</b>	
<b>Further meetings</b> (Further consultation meetings may be required to discuss the progress on possible outcomes of earlier consultation or any decisions made.)	Date of next meeting:

I confirm that the above discussion took place on \_\_\_\_\_ Date .....

Signature (Supervisor/grant holder) ..... Date .....

Signature (Employee) ..... Date .....

**A copy of this form must be returned to HR by 3 months prior to expiry date**