

Fixed Term Contracts and Secondments Policy



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South & East Lincolnshire Councils Partnership

The council needs a skilled and confident workforce able to deliver excellent services and to do this we engage the services of a variety of employees and workers, in addition to our permanent employees. We recognise that fixed term contracts can provide flexibility and be an effective tool for matching workforce capacity with service/business needs. This policy outlines how fixed term contracts should be used within the council appropriately, effectively, and in line with relevant employment legislation.

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| Policy | Fixed Term Contracts and Secondments Policy |
| Policy Author | HR Team - PSPS |
| Policy Issue date | MONTH 2026 |
| Policy Review date | MONTH 2030, or earlier if required |
| Policy Consultation | Trade Unions recognised by the Council Council Reader Panel Senior Leadership Team |
| Policy Sign-off | Head of Paid Service / SHDC Council |

Introduction

This policy sets out how we manage fixed term contracts and secondments. The purpose of The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 is to ensure that employees who are on a fixed term contract do not receive less favourable treatment than those who are permanently employed.

A fixed term contract is a contract of employment that comes to an end:

- upon reaching a specified date
- when a specified task has been completed; or
- when a specified event does or does not occur

Examples of fixed term employees are as follows:

- employees taken on to specifically cover a period of maternity or sick leave
- employees taken on to provide temporary cover for a permanent employee who is temporarily on secondment or absent for any other reason
- employees taken on to perform a specific task where funding is only agreed for a specific period of time

A fixed-term contract is a contract of employment for a fixed period. It has a known end date or length of contract.

A temporary contract is a contract where the end date or length of the contract is unknown. The contract will indicate the anticipated length of the contract. The contract should also state the reason for the temporary status.

A secondment is a temporary movement or loan of an employee to another department within the council (internal secondment) or to a separate organisation (external secondment).

Aim

The aims of the policy are as follows:

- protect fixed term contract employees from less favourable treatment and ensure we comply with the Fixed Term Employee (Prevention of Less Favourable Treatment) Regulations 2002, and the Employments Rights Act 1996;
- limit abuse through successive use of fixed term contracts;
- ensure that the correct procedure is followed by managers

Scope

The Policy applies to all employees of the Council including those employed on fixed-term contracts. Where this involves a statutory officer, Chief Executive, or chief officer, procedures set out in the Constitution and within the Memorandum of Agreement relating to an integrated Shared Workforce structure, between Boston Borough Council, East Lindsey District Council and South Holland District Council, known as the South and East Lincolnshire Councils Partnership (SELCP) may be used. It does not apply to apprentices, agency workers, self-employed contractors, or consultants.

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1. Guiding Principles

1.1 The following principles govern the Council's Fixed Term Contract and Secondment Policy which are:

- **fairness** - actions should be reasonable, necessary, known and understood. Employees involved are entitled to be heard with courtesy and respect.
- **confidentiality** - information should not be divulged to a third party not involved in the process.
- **equality** - the Council will not discriminate unfairly or illegally, directly, or indirectly.

2. Responsibilities under this Policy – The Council

2.1 The Council's duty of care to all employees will be at the centre of this policy and will treat employees sympathetically and supportively.

2.2 The policy will be applied in a fair and consistent manner.

2.3 The Council will continue to develop further the extensive portfolio of proactive support service provisions available to its employees which currently include:

- Access to a free confidential 24/7 Employee Assistance Programme (EAP) that provides a range of advice and support services to employees including counselling;
- Qualified Occupational Health professional provision;
- Ongoing programme of employee initiatives to support employees of the Council's Health and Wellbeing, both physical and mental.

3. Responsibilities under this policy – People Managers

3.1 People Managers are responsible for fairly and consistently applying the Fixed Term Contract and Secondments Policy and its procedure.

3.2 People Managers will thoroughly consider the use of fixed term or temporary contracts and ensure their use is genuinely required

3.3 People Managers will clearly explain the fixed term nature and length of the contract during the recruitment process, and in related correspondence.

3.4 People Managers will treat all employees fairly and consistently and no less favourably than permanent employees.

3.5 People Managers will provide accurate and timely information to their fixed term or temporary contract employees about the nature of the contract and the likelihood of the contract being ended or renewed at the end date.

3.6 People Managers are responsible for following the process for ending or not renewing a fixed term or temporary contract within the timescales set in this policy. People Managers must take accountability for meeting with their employee and providing the correct notice to end the contract, in line with the appropriate timescales.

3.7 People Managers seek advice from HR before extending fixed term contracts, particularly when fixed term employees reach over 4 years in a single or successive fixed term contracts with the Council.

3.8 People Managers will ensure that meaningful communication takes place with employees and relevant trade union representatives.

- 3.9 People Managers will explore redeployment and seek suitable alternative employment with the aim of avoiding or mitigating redundancies due to the end of a fixed term contract.
- 3.10 People Managers must review all fixed-term contracts every 6 months to determine whether there is a continuing need for the role. Based on this review, appropriate action should be taken to either end or extend the contract, up to a maximum of 23 months.
- 3.11 While in theory contracts should not be extended, in practice extensions may occur, and managers must consider the additional implications regarding employee entitlements when doing so. People Managers are responsible for keeping HR informed of the status of all fixed-term contracts.
- 3.12 People Managers are responsible for confirming with HR when a fixed-term contract will be ending or extending, providing as much notice as possible.
- 3.13 People Managers are responsible for ensuring, wherever practicable, that the required notice can be given to the employee in line with contractual and legal obligations.

4. Responsibilities under this policy – PSPS Human Resources Team

- 4.1 The PSPS HR Team is responsible for providing advice, guidance and support to People Managers and employees on the application of this policy.
- 4.2 The PSPS HR Team is responsible for monitoring and reviewing the effectiveness of this policy.
- 4.3 The PSPS HR Team will provide support to management in the coordination of the formal collective and individual consultation and overall communication process.
- 4.4 The PSPS HR Team will provide advice and guidance to People Manager's on ending a fixed term contract and the dismissal process.
- 4.5 The PSPS HR Team will provide support to management in the coordination of the redeployment process by assisting in identifying suitable alternative redeployment and opportunities for retraining, along with offering advice to employees on job seeking skills.

5. Responsibilities under this policy – Employees

- 5.1 Employees should have a clear understanding of the fixed-term or secondment nature of their employment and reasons for it.
- 5.2 Employees should raise any issues relating to their fixed term employment or secondment with their manager at the earliest opportunity.
- 5.3 Employee should not have any expectation that their employment or secondment will be extended unless they have received formal confirmation of this.
- 5.4 Employees have the right to representation/support in relation to matters concerning their fixed-term contract or secondment.

6. Interaction with other Council policies

- 6.1 The arrangements set out in this policy and procedure may relate to the Managing Change Policies, Recruitment Policies, Notice Period Policies and the Probation Policies.

7. Key Principles of Fixed Term Contracts

- 7.1. Fixed Term employees have the right not to be treated less favourably than a comparable employee on a permanent contract in respect of pay, terms and conditions, training/development opportunities, opportunities to obtain permanent employment or be subjected to any detriment on grounds of status as a fixed term employee.
- 7.2. Employees on a fixed term contract have the following rights:
- not to be unfairly dismissed (after two years' service)
 - to a written statement of reasons for the dismissal
 - to a redundancy pay (after two years' service) if the reason for dismissal is redundancy, in accordance with Council's Managing Change policy, which may include statutory and/or enhanced provisions.
 - to a minimum notice period (as detailed in their contract of employment) of their contract ending before the agreed end date, task or event.
 - not to be selected for redundancy or be unfairly dismissed if the main reason for the selection was because the employee is on a fixed term contract.
 - fixed term employees will become permanent after 4 years of successive fixed term contracts unless the continued use of a fixed term contract can be objectively justified. Fixed term employees have the right to written confirmation of permanent status.
- 7.3. We may exceptionally justify different terms and conditions for employees on fixed-term or temporary contracts.
- 7.4. The same policies and procedures apply to a fixed-term or temporary contract holder as to permanent employees.
- 7.5. It is good practice to convert a staff member's fixed term contract to a permanent one after 2 years continuous service where the role is permanent, unless there is a good business reason for not doing so. Examples of valid business reasons include:
- The specific project for which the employee was engaged has not yet concluded.
 - The role is dependent on **external funding**, and the continuation of funding is uncertain.

8. Timescales

| | |
|--|-----------------------------------|
| A fixed term contract becomes permanent after 4 years of successive contracts – unless it can be objectively justified not to make it permanent. | 4 years |
| Fixed term employees who have more than 2 years' service with the council or an associated employer covered by the Redundancy Payment Modification Order (Local Government) 1983 will be entitled to a redundancy payment. In such cases, redeployment opportunities will also be sought. If the dismissal is some other substantial reason (SOSR) this may constitute potentially fair reason for dismissal. Please refer to section 14 for circumstances that may qualify as SOSR. | 2 years |
| Managers should ensure that the end of a fixed term contract process is started in plenty of time before the contractual notice period. | 3 months before FTC is due to end |

9. Recruiting and Appointing to Fixed Term Contracts or Secondments

Use of Fixed Term Contracts

- 9.1. Where there is a specific, business-related reason, a fixed term contract may be more appropriate than a permanent contract.
- 9.2. Fixed term contracts should only be used in the following circumstances:
 - To cover periods of absence of longer than four weeks, e.g. maternity, parental or adoption leave, long term sickness or cover an absence due to another employee being on secondment.
 - Where funding for a post or project is time-limited and confirmed for a specific duration (e.g. external grant funding)
 - To complete a task/project within a stated time period, which cannot be resourced from within the existing permanent workforce.
 - To provide specialist expertise or experience in the short term, to support a specific project or piece of work.
- 9.3. Fixed term posts are subject to the Council's Job Evaluation scheme and process.
- 9.4. Fixed term posts should be advertised and appointed to in line with recruitment policies and processes, to ensure robust decisions and high-quality appointments.
- 9.5. The reason for and length of the fixed term post should be clear throughout the recruitment process and in correspondence with the successful candidate.
- 9.6. Fixed term contracts cannot be used as a method to assess an employee's capability to perform the role before offering on a permanent basis.
- 9.7. Every fixed term employment contract must include either:
 - a date on which it is due to expire; or
 - an event which will cause it to end (for example someone returning to work after an absence which is being covered by the fixed term appointment).
- 9.8. As the reason or event set out in the contract determines the process to be followed at the end of its fixed term, it is critical that this information is accurate. People Managers are responsible for keeping fixed term employees informed, within relevant timescales, of the likelihood of their contract being renewed or ended, and reasons for this, with the aim of minimising uncertainty wherever possible.
- 9.9. When recruiting to a fixed-term contract, People Managers must check whether the candidate has continuous service with the Council or another employer covered by the Redundancy Payments Modification Order (Local Government) 1983. If continuous service exists, the employee may be entitled to a redundancy payment at the end of the fixed-term contract, even if the contract duration is less than two years. Managers should factor this into workforce planning and budget considerations and seek advice from HR before confirming the appointment.

Use of Secondment Contracts

- 9.10. A secondment is a temporary movement or loan of an employee to another department within the council (internal secondment) or to a separate organisation (external secondment).
- 9.11. Secondment arrangements must be mutually agreed between the employee, current manager, and secondment manager. Managers are strongly encouraged to release employees for secondments, as this benefits both the employee and the Council.
- 9.12. A secondment contract can be used to fill a vacancy that is not permanent where a current employee is successful in the recruitment process, instead of a fixed

term contract. As the arrangement is temporary, the employee is therefore entitled to return to their substantive role after the secondment period.

- 9.13. Secondments are subject to the Council's Job Evaluation scheme and process.
- 9.14. The reason for and length of the secondment should be clear throughout the recruitment process and in correspondence with the successful candidate.
- 9.15. The secondment contract must include either:
- a date on which it is due to end; or
 - an event which will cause it to end (for example someone returning to work after an absence which is being covered by the secondment appointment).
- 9.16. Where managers release an employee on secondment, the employee's substantive role can be recruited to, but only on a temporary basis. Managers should ensure the dates of these temporary arrangements are appropriate/aligned where possible.

Filling a vacancy which a fixed term or seconded employee is covering

- 9.17. If it becomes possible to fill a fixed-term or temporary post permanently, permanent employees who are 'at risk' will have prior interview consideration to these roles if the role is considered to be suitable alternative employment.
- 9.18. If there are no such permanent employees, the current fixed term/seconded post-holder may be offered the permanent contract, in the same role, without a full recruitment process if:
- they were subject to an appropriate recruitment process, including a competitive interview, for that specific post at the outset; and
 - The duties of the job they were recruited to have not changed, and the grade is the same.
- 9.19. However, if there is more than one employee in this scenario that both meet the criteria, a shortened procedure of an expression of interest and selection process will be followed.
- 9.20. If the post-holder does not meet the above criteria, the post will be advertised in line with normal recruitment procedures. The manager will meet with post-holder to inform them that we will advertise the post. If a fixed term employee is subsequently unsuccessful at interview, the manager will follow the dismissal process set out in this policy. If a seconded employee is unsuccessful, they will be provided the appropriate notice to return to their substantive post.
- 9.21. In cases where a fixed-term employee demonstrates underperformance but there is an opportunity to make their role permanent, the People Manager should continue to manage performance in accordance with the Council's Improving Performance at Work Policy or Probation Policy (whichever applies) whilst the employee remains on a fixed-term contract. The People Manager may then offer the employee the role on a permanent basis if there has been sustained improvement in performance. If underperformance continues, the People Manager may dismiss the employee by reason of capability by following the fair process set out in the applicable policy. The People Manager may then proceed to recruit to the permanent role opportunity.

Fixed term or seconded employees applying for internal roles, other secondments or other fixed-term posts

- 9.22. We will give prior consideration to permanent employees who are 'at risk' for any internal roles, secondments and fixed-term opportunities that are suitable alternative employment, in line with the Managing Change Policy.
- 9.23. If there are no suitable permanent 'at risk' employees, employees on fixed term or temporary contracts are able to apply for internal roles, secondments and other fixed-term posts and will be treated no less favourably than permanent employees of the Council.
- 9.24. Where a fixed-term employee has two or more years of continuous service and is at risk of redundancy, they will be given prior consideration for suitable internal roles, secondments, and fixed-term opportunities before external recruitment, in line with the Managing Change Policy.

10. Secondments

- 10.1. A secondment agreement is not a fixed term contract. A secondment is usually for no longer than two years, secondments should only be extended beyond two years in exceptional circumstances. All parties will need to agree any extension to the original agreement.
- 10.2. People managers are required to monitor and manage secondments effectively to ensure they do not continue indefinitely and must communicate regularly and agree any changes to the secondment arrangement with the employee, including extensions or early endings, and keep HR informed at all stages.
- 10.3. The secondees substantive job remains available to them at the end of their secondment. Secondees should be made aware of any restructures, service reviews or any changes to their substantive role and be involved in any formal consultation process.
- 10.4. If the secondment opportunity becomes permanent, the seconded employee does not have the automatic right to be given the post if it is to become permanent within the establishment, the process set out in section 9 of this policy applies.
- 10.5. If the role is changing, being adapted, or amended the seconded employee will not have an automatic right to the role and a recruitment and selection process may apply.
- 10.6. Where a manager is not able to agree a secondment, and an existing employee chooses to move from a permanent to a fixed term contract, the employee must be made aware of the implications of changing their contractual status from permanent to fixed term, including that they will not have any entitlement to return to their substantive post at the end of the fixed term contract. The sections of the policy regarding fixed term contracts will then apply.
- 10.7. Managers must also be mindful of:
- Backfill arrangements for the employee's substantive post and the potential impact on service delivery.
 - Whether a secondment is the most appropriate way to fill a secondment vacancy, or if alternative arrangements (e.g., temporary promotion or FTC) would be more suitable.
 - Any secondment chain that may result from their decision, and the knock-on implications for other teams and employees when ending or extending secondments.

External Secondments

- 10.8. External secondments with other organisations can be arranged with the mutual consent of both the Council and the employee. In these cases, the Council makes a staff member available to work for another employer for a specific period. A formal secondment agreement must be developed and signed by the Council, the host organisation and the secondee. No change of employer is involved, and the seconded employee retains all conditions applicable to their employment with the Council. The only possible exception would be in relation to working hours where the secondee would be reasonably expected to work within the hosting employer's hours of work guidelines. The salary may increase during periods of external secondment, but it would not be subject to a decrease.
- 10.9. Secondments between SELCP partners (South & East Lincolnshire Councils Partnership) are classed as external secondments between two separate organisations and must follow the same process and formal agreement requirements outlined above.

Ending a Secondment before the agreed date

- 10.10. If the employer or employee wish to end the secondment arrangement before the agreed date, the contract variation sets out the required notice that must be given by either the employee or the employer to end the secondment agreement early.

11. Seconded Employees and Service Reviews

- 11.1. If the employee's substantive job is included in a service review/restructure during the secondment period, the employee will automatically be fully included in any consultation or process which affects the job, including the redeployment process where this applies.
- 11.2. If the substantive job is deleted from the structure, the term "secondment" will no longer apply as there is no substantive job to return to. The secondee may continue in the secondment role until their last day of notice, provided that this was agreed with all parties and the notice provisions of the secondment were adhered to.
- 11.3. If this was agreed and the employee continued in the temporary job, this would have to be on a fixed term contractual basis (which would also include a statutory four-week trial period).
- 11.4. When this temporary arrangement is approaching the end date, the end of fixed term contract process set out in this policy applies. HR advice should be sought and the employee made fully aware, in writing, of the implications of the changed contractual status, prior to them being asked to make a decision as regards to their continuation, or otherwise, in their substantive job.
- 11.5. If the employee does not wish to remain in the secondment beyond the date their substantive role is deleted from the structure, the Managing Change Policy will apply in this scenario.

Secondment affected by a Service Review

- 11.6. Normally, employees seconded into an area which is subsequently restructured or reviewed, should not be included in the ring fence and should return to their substantive post where this mitigates any other permanent or fixed term employee from becoming 'at-risk' of redundancy.

12. Fixed Term Employees and Service Reviews

- 12.1. Employees on fixed term contracts should normally be included in the consultation process for organisational reviews.
- 12.2. Fixed term employees must not be selected for redundancy purely on the basis of being fixed term, unless it is considered that the selection can be objectively justified and is appropriate, following HR advice.
- 12.3. Fixed term employees whose contract is due to end after the implementation date of an organisational review will be included in the review process, pool for redundancy and any 'matrix selection' or 'slotting in' process.
- 12.4. If there are fixed term employees with contracts due to end before the date an organisational review is implemented, the line manager will need to seek HR advice to review the circumstances of the contract and service review to determine if the review and redundancy pool applies to them.

13. Renewing or Extending a Fixed Term Contract

- 13.1. Extension/renewal of a fixed term contract must be justifiable. It must be clear whether the original reason for the fixed term contract still applies, or whether circumstances mean it has changed.
- 13.2. The employee currently employed under the contract should be offered the extension or renewal.
- 13.3. The successive renewal of fixed term contracts should be avoided. If an employee's fixed term contract is extended beyond four years, it is likely that the contract will need to be converted to permanent.
- 13.4. The People Manager will need to inform the employee and HR of the renewal/extension at their earliest opportunity, and a contract variation letter will be provided to the employee to confirm the new fixed term contract end date.
- 13.5. Poor performance is not acceptable grounds for not renewing a fixed term contract. Any concerns should be dealt with in the same way as for permanent employees under either Probation Policy or the Improving Performance Policy.

Permanent Status

- 13.6. A fixed term contract that has been renewed or extended (or where the employee is re-engaged on a successive contract) will become a permanent contract once the employee has completed four years' continuous service, in line with legislation, unless the continued use of a fixed-term contract can be objectively justified. There is no limit on the length of the first fixed-term contract and if this is longer than 4 years, it doesn't automatically become permanent unless it is renewed after the original contract end-date or the employee is immediately engaged on another fixed-term contract.
- 13.7. Successive fixed contracts do not only include renewals and extensions, but also situations where one fixed term contract ends and the employee is taken on

immediately on another fixed-term contract, even where it is a completely different job. However, if there is a break of more than a week (running from Sunday to Saturday) between two contracts, continuity will be broken (except where there are a redundancy and a new job is taken up within 4 weeks).

14. Ending a Fixed Term Contract

14.1. The termination of fixed-term contract, or non-renewal of a fixed-term contract beyond its expiry date is regarded as a dismissal and the procedure outlined below should be followed.

14.2. The reason for dismissal will be due to either:

- **Redundancy;**
 - e.g. where the requirement for the work to be undertaken has diminished or ceased
 - e.g. the employee recruited to carry out the completion of a specific task, such as project work that is dependent upon external funding, and the post will end once the funding ceases or no more funding can be found
 - e.g. the completion of a specific task which is then completed
 - e.g. the employee is recruited to provide additional staffing and the provision of services then reduces or ceases
- **SOSR (Some Other Substantial Reason);**
 - e.g. the employee recruited to provide cover for adoption/maternity/parental leave until post holder returns to work
 - e.g. the employee recruited to cover secondment of substantive post holder
 - e.g. the employee recruited to cover a vacancy whilst recruitment process is undertaken
 - e.g. the employee recruited to provide cover for long-term absence/sickness until employee who has been absent/sick returns to work

14.3 In the case of SOSR, employees should not normally have accrued two years' service due to the reason of the need for the fixed term/temporary contract therefore, no exit payment should be due in these circumstances.

Redundancy payment

14.4 Any employee who is dismissed on the grounds of redundancy by reason of the ending of their fixed-term contract will be entitled to a redundancy if they have 2 years' continuous service with the council or related employers as listed under the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 and subsequent amendments. Redundancy entitlement will be in accordance with the Council's Managing and Supporting Change Policy, which may include statutory and/or enhanced provisions.

14.5 Where a fixed-term contract, is brought to an end earlier than the stated expiry date by the employer, the employee will be eligible to the appropriate notice. If the employee resigns before the specified contract end date, they will need to provide the notice

stipulated in the contract of employment and will not be eligible for any redundancy payment if a resignation takes place.

People Manager Requirements before ending a Fixed Term Contract

- 14.6 People Managers must contact the PSPS HR Team to discuss the termination of a fixed term contract. HR will support in understanding the employee's rights before the contract ends as it may also be possible to redeploy the employee into an alternative role.
- 14.7 People Managers should be aware they will need to actively support their member of staff in accessing information relating to all employment vacancies within the South East Lincolnshire Council Partnership.
- 14.8 If the People Manager is ending a fixed term contract early, they must still follow the process in this policy and give the employee the correct notice, detailed in the individual employees' contract of employment. It is good practice to inform the fixed term employee as soon as it is known that the contract is to end early.
- 14.9 When a fixed term contract ends as planned on the agreed end date the employer is not required to give notice. However, it is good practice to meet with the employee prior to the planned end date to advise the employee that their temporary contract will not be extended. If a fixed term contract is not formally reviewed and the employee continues working beyond the end date, there is an 'implied agreement' that the end date has changed.

15. Process for Termination of a Fixed Term Contract

- 13.1 The expiry and non-renewal of all fixed term contracts is classed as a dismissal. Where early termination is necessary (prior to the planned end date), the appropriate notice period stated in the contract of employment will be given unless the reason for termination is gross misconduct.
- 13.2 The notice period will be a minimum of one month, but the employer notice period required will be stated in the contract of employment.
- 13.3 The People Manager must inform HR as early as possible and before commencing this process to ensure the correct reason for termination is selected. The PSPS HR Team will check if any redundancy payments apply and whether there are pension strain implications so pension estimates can be requested.

Inviting the employee to a notice meeting

- 13.4 The People Manager will need to invite the employee to a meeting to inform them that their fixed-term contract will not be renewed and as such will result in the termination of employment on the grounds of redundancy or SOSR.
- 13.5 This meeting must take place before the minimum notice period to ensure that the appropriate notice is issued.
- 13.6 The employee will be invited to the meeting and People Managers will need to use the letter at **appendix B** to do this. The employee will be provided with a minimum of 5 working days' notice to attend the meeting as they are afforded the right to be accompanied to the meeting by a recognised Trade Union Representative or work colleague.
- 13.7 If the employee confirms that they understand that the fixed-term contract is due to end, and that they do not wish to attend the meeting, the People Manager must inform HR, and the employee will be written to.

Holding the meeting

- 13.8 If the employee confirms that they wish to attend the meeting:
- Confirm with the employee that the contract of employment is to expire; the date of expiry and that it will not be renewed.
 - Explain the reason for the non-renewal.
 - Provide appropriate notice in line with the employee's contract of employment
 - Confirm the dismissal, the reasons and the termination date. The dismissal will be on grounds of redundancy or SOSR. Confirm if there is a redundancy payment and that the redundancy figure will be provided to them after the meeting in writing.
 - Confirm the employee is eligible for 'at risk' status for redeployment. Ensure that HR are informed so the employee is added to the 'at-risk' list so there is active search for suitable alternative employment.
 - Agree dates for any annual leave to be used
 - Following the meeting, the People Manager must inform HR of the meeting has been held and the employee will be written to.
 - The People Manager should then complete the Leaver's Request to ensure any overpayments/underpayments are avoided.
 - If the employee wishes to exercise their right of appeal they must do so within 10 working days of the date, they were notified of the decision to HR@pspsl.co.uk. This appeal will be in line with the appeals section set out in the Managing Change Policy.

Redeployment

- 13.9 If suitable alternative employment is found, the redeployment process as set out in the Managing Change Policy will apply.
- 13.10 The only exception to this is that pay protection will not apply if the employee accepts a role on a lower pay grade than their current fixed term contract.
- 13.11 Where notice has been given, if the individual has not been successfully redeployed by the end of their notice, they will be dismissed under the terms of their notice.

Further guidance can be sought from the PSPS HR Team.

Appendix A: FAQs

What constitutes less favourable treatment?

Less favourable treatment occurs where a fixed-term employee does not receive a term or condition of employment that a comparable permanent employee is entitled to (or receives it on less favourable terms), unless this is objectively justified. This includes contractual and non-contractual provisions. Certain benefits may have eligibility criteria based on factors such as contract duration or financial risk, which apply equally and are objectively justified.

What is an objective justification?

What constitutes an objective justification is not specified in the Regulations, but it is expected that it is:

- to achieve a legitimate objective, for example a genuine business objective
- necessary to achieve that objective
- an appropriate way to achieve that objective

Therefore, it is essential that the council has transparent, necessary and objective reasons for placing a post initially and subsequently on a fixed-term contract. The renewal or extension of the fixed term would also have to be justified separately by objective reasons.

Are there any employees exempt from the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002?

Yes, certain categories of worker who are excluded from the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002:

- employees on certain government training schemes
- students on occupational placements of one year or less as a part of a higher educational programme

You can view the full list of exemptions in the legislation: [The Fixed-term Employees \(Prevention of Less Favourable Treatment\) Regulations 2002 – Exclusions \(Part 5\)](#).

What happens if an employer allows a fixed-term contract to expire and the employee continues working past the specified date?

If an employer allows a fixed-term contract to expire and the employee continues working past the specified date, then the contract has been extended without a fixed termination date. Pre-existing terms and conditions from the original fixed-term contract will form part of the ongoing implied agreement. If an employee continues working past the expiry of the fixed-term contract, employers should issue a further written agreement which complies with the provisions governing written particulars and confirms the continuation of the employment and that the pre-existing terms are still applicable. The same termination process should be followed as identified in this document.

What length of fixed term contract results in a redundancy payment if the contract ends due to redundancy?

If the contract or the employee's continuous service is two years or more on the last date of employment, they are entitled to a redundancy payment. If an employee's contract dates are, for example, 1 April 2023 – 31 March 2025; this is considered two years to the day if the last date of employment is the 31 March 2025, therefore, a redundancy payment is applicable.

Appendix B: Letter Template

To be added to relevant letterhead

Dear [NAME],

Fixed Term Contract Expiry – Meeting Invite

I am writing to inform you that your [insert number of months/years] fixed-term appointment as [job title] will end on [expiry date of contract].

I would like to invite you to attend a meeting to ensure that you are fully aware of the expiration of your fixed term contract. The meeting will take place as follows:

Date: [Date]
Time: [Time]
Meeting: [Location/Microsoft Teams]

At this meeting you have the right to be accompanied by a work colleague or a recognised trade union representative.

If you are unable to attend this meeting, I should be grateful if you would contact me on to arrange an alternative meeting date/time. If I do not hear from you, I will presume you are able to attend this meeting as outlined above.

In the meantime, should you have any queries in respect of the above, please do not hesitate to contact me.

Yours sincerely

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|--------------------------|---------|------|
| People | Manager | Name |
| People Manager Job Title | | |

cc. HR@pspsl.co.uk