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Key Concepts

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Good practice in the use of fixed-term contracts

Advantages

Fixed-term contracts, when used appropriately, offer a number of advantages for the College. For example fixed-term contracts:

- ❖ communicate clearly and openly to the employee the temporary nature of the work on offer;
- ❖ give the College flexibility in managing its staff resources in response to changes in funding and demand;
- ❖ allow the College to dismiss staff whose work is no longer required through a relatively simple dismissal process.

Disadvantages

Fixed-term contracts are not normally as attractive to applicants as permanent posts and as a result the pool of candidates for any given job may be weaker. And fixed-term employees may be tempted not to see out their contract. They may protect their interests by looking for longer-term work with another employer. Moreover, employing staff on fixed-term contracts may have consequences that are not always intended by the employer (see below).

Potential pit-falls

Legal rights for employees accrue with the passage of time, irrespective of the kind of contract that they have (or the intention of the employer). So fixed-term staff enjoy all the legal protections that apply to permanent employees – and they have additional rights which apply only to those with fixed-term status.

In addition, the rules on continuous service generally mean that breaks between contracts are ignored in assessing entitlement to legal protections. This means that the employment of a member of staff on a succession of fixed-term contracts may “inadvertently” give rise to a range of employment rights.

Appendix I sets out a number of key statutory rights and the continuous service required to qualify for them. Of these, the following are particularly relevant in the proper management of fixed-term contracts:

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- 1 **from the start** of the contract, fixed-term employees have the right to be protected against treatment less favourable than that given to a comparable permanent employee - unless this can be objectively justified;
- 2 **after 1 year**, staff on fixed-term contracts have the right to:
 - protection from unfair dismissal;
 - be given the reason, in writing, for any proposal to dismiss¹ them;
 - a meeting to discuss the proposal, with the decision in writing;
 - a right of appeal against a decision to dismiss;
 - an offer of suitable alternative employment if their job is redundant - provided such a job is available;
- 3 **after 2 years**, fixed-term employees have the right to:
 - a statutory redundancy payment if they are redundant and no suitable job can be found² ;
- 4 **after 4 years**, staff on successive fixed-term contracts have the right to:
 - a permanent contract (unless the fixed-term in the contract can be objectively justified).

These rights often interact in ways which may surprise unwary managers. For example, the end of a fixed-term contract without renewal counts, in law, as a dismissal. The law sets out a minimum dismissal procedure that must be followed. This means that any fixed-term contract of a year or longer cannot merely be allowed to expire.

Moreover, if there is suitable alternative work it must normally be offered to the dismissed employee. This means that if the employee's work is on-going, employers are prevented from dismissing one fixed-term employee and offering the work to another. Some employers may be tempted to do this in a bid to bypass probation procedures, manage performance, or even to prevent the accrual of employment rights.

In addition, under the current rules of the USS and Saul pension schemes, fixed-term staff over the age of 50 who are made redundant when their contract ends have the right to take early retirement. The College must re-imburse the pension fund for the extra cost of the early retirement. This is often very expensive.

1. *The expiry of a fixed-term contract without renewal amounts to a dismissal in law.*
2. *Further information can be found in the Redeployment Key Concepts*

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Thus, careless use of fixed-term contracts may:

- ❖ unintentionally commit the College to creating permanent jobs;
- ❖ commit the College's own income to the pursuit of work or research for which external funding has been withdrawn;
- ❖ expose the College to unnecessary legal claims;
- ❖ expose the College to unexpected and expensive payments to the employee's pension fund.

Good practice

It is, therefore, particularly important for managers to:

- ❖ follow College policy on the use of contracts. (See the next section: "Objective justification for issuing a fixed-term contract.);
- ❖ get approval and funding for any new appointments through QMSE and the Finance Department;
- ❖ take steps to offer a permanent contract when that is the appropriate course of action;
- ❖ take steps to offer a fixed-term contract only where this can be *objectively justified*;
- ❖ record the objective justifications and pass them to HR for inclusion in the contract documents;
- ❖ end a fixed-term contract using the Code of Practice on Reviewing Fixed-term Contracts which includes all the actions needed to comply with the law on fair dismissal;
- ❖ respond quickly to prompts from the HR department to begin the review process;
- ❖ for new staff on a fixed-term contract which is due to end after the employee's 50th birthday, require them to indemnify the College against the costs of early retirement. (The HR department can amend the contract for you.)

Objective justification for issuing a fixed-term contract

College policy is to appoint staff on appropriate contracts. This will be a "permanent" contract unless a fixed-term contract can be justified on objective grounds. When instructing HR to issue a fixed-term contract:

- ❖ you must specify the reason for offering such a contract, and
- ❖ the reason must be one (or more) of those agreed by Council. These are listed in Appendix 2 of the *Code of Practice on Reviewing Fixed-term Contracts*; Section E1 of *Ordinance C2*; and in the "Extend or End" Form. They are also set out below, with examples.

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If you would like to discuss the appropriate objective justification for a given contract, staff in the HR department will be happy to do so.



Objective justification [a]:

- ❖ **the post requires input from specialist practitioners whose expertise or experience is not part of the core competencies required within the college, department or institute.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ the Economics Department wants to bring in an employee with current “hands-on” experience in the Stock Exchange to teach a one off or module in one of its courses; or
- ❖ the HR Department requires temporary specialist input from a consultant on the development and application of a new Job Evaluation scheme; or
- ❖ the School of Law asks a practicing barrister to assist in the design of some modules in one of its courses.

Objective justification [b]:

- ❖ **the post is appropriate to cover staff absence**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ a replacement lecturer is employed to teach the courses of another lecturer who is on sabbatical leave, or on extended sick leave, or maternity leave, or parental leave and so on.
- ❖ an administrator is taken on to back-fill a post where the permanent employee is on secondment to another department or to work on a College wide project.

Objective justification [c]:

- ❖ **the post is to provide interim cover while arrangements are being made to appoint on a permanent basis**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ a department has recognised the need to reorganise. Fewer staff will be needed after the reorganisation. In the meantime there are vacancies and the department must continue providing services. It therefore decides to employ some staff on fixed-term contracts because it would be difficult to attract

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permanent staff for roles shortly to be considered for redundancy. Such an arrangement would also reduce the need for redundancies among permanent staff.

- ❖ a department has tried and failed to recruit to a post for which there is an acknowledged skills shortage. It needs to devise a strategy to fill on a permanent basis, but this will take time. In the interim, it employs someone to carry out parts of the job for a fixed-term to ensure that the service does not fail.

Objective justification [d]:

- ❖ **the contract includes a specific and finite training, developmental or educational component.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ Education and Staff Development employ a graduate trainee on a programme of projects designed to expose them to specific aspects of the work done in the College; or
- ❖ an employee is seconded to a temporary role which is regarded as a career development opportunity; or
- ❖ a Principal Investigator employs a PhD student to work on a task or grant associated with the student's area of study.

Objective justification [e]:

- ❖ **where the student or other business demand can be clearly demonstrated as particularly uncertain.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ there is a new course in the Institute of Cancer and the student demand for the following year is not clear; or
- ❖ the College sets up a new catering outlet for which the business demand is not entirely certain at the outset; or
- ❖ a Teaching Fellow is employed on a succession of contracts, which vary from year to year or term to term. The variation is, for example, in the number of hours of teaching required¹ or the subjects being taught or the nature of the work being done.

1. However, if a given number of "core hours" will always be required, these should be established in a permanent contract.

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Objective justification [f]:

- ❖ **the post is to cover a peak in demand due, for example, to seasonal fluctuations or the requirements of a particular stage in a project.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ the Finance department takes on extra staff at the end of the financial year;
- ❖ the HR department takes on extra administrative staff to provide support during a campaign to recruit a large number of academics or to assist with the annual Academic and Professorial Reviews;
- ❖ Student Administration may require extra admissions staff during the summer, and exam invigilators at appropriate times.

Objective justification [g]:

- ❖ **where there is no reasonable prospect of funding being renewed or becoming available¹. Where funding has already been renewed, continuing use of the fixed-term contract would need to be justified by objective reasons.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ the employee is on a first or second contract that has a finite or time-limited source of funding;
- ❖ the employee is on a third or later contract but this can be objectively justified because:
 - one or more of the earlier contracts was an interim measure to enable the College to explore funding for a later contract; or
 - when compared to earlier contracts, the funding is for a different purpose or project; or from a different provider;
 - the requirement for research² in a particular field is, for good reason, thought to be time-limited;
 - the research² is likely to continue, but is, for good reason, thought not to require the current skill-set offered by the employee;

1. Whether time-limited funding can justify the use of fixed-term contracts has been challenged in the courts, and the case law is still developing. If you intend to issue a second (or later) fixed-term contract on this basis please take advice from the HR Department.
2. Or teaching; or project; or work.

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- the College is unwilling, at the end of the contract, to fund the research or project from its own income if external funding were to end¹.

Objective justification [h]:

- ❖ **where the College offers work to a succession of current students on the grounds that this will offer valuable work experience; or support the student during their studies; or is simply convenient for the College.**

It would be appropriate to cite this as the objective justification, for example, if:

- ❖ a faculty wishes to employ postgraduate students to assist with teaching on a module of an undergraduate course; or
- ❖ the School of Biological and Chemical Sciences wishes to employ postgraduate students to demonstrate laboratory techniques and methods; or
- ❖ the College employs students to work in one of its catering outlets.

Using successive fixed-term contracts

As explained earlier:

- ❖ staff on fixed-term contracts accrue more employment rights as their continuous service with the College builds up; and
- ❖ after 4 years, staff on successive fixed-term contracts have the right to a permanent contract (*unless the fixed-term in the contract can be objectively justified*).

Therefore, when issuing or renewing a fixed-term contract, always:

- ❖ be robust in identifying and specifying the objective justification for offering a fixed-term contract, taking the reason(s) from those discussed in the previous section;
- ❖ tell the employee what the objective justification is;

1. In such circumstances, making a succession of fixed-term employees permanent has, over time, the potential to erode the College's ability to accomplish its own strategic objectives, as set out in the Mission, Strategic Plan, Research Strategy, Teaching and Learning Strategy, etc.

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- ❖ notify the HR department so that they can record this in the contract documents;
- ❖ think through, before you issue or renew a contract, the legal obligations which the College will face at the end of the contract, or when the employee has 4 years continuous service;
- ❖ plan to follow appropriate dismissal or review procedures at the end of the contract, taking into account all the employee's continuous service;
- ❖ at the end of the appointment, consider whether the fixed-term is still warranted in any future contract. If so, explain this to the employee. Make sure to record fully the objective justification and the reasons for your thinking in the appropriate sections on the "Extend or End" Form;
- ❖ be accurate in recording and applying your funding codes. It is not helpful to justify a fixed-term contract because the funding is limited and when other documents indicate that the funding is from a "permanent" HEFCE source.

Considering an employee application for permanence

If you receive such a request, handle the application promptly and in accord with Section 1 of the HR Code of Practice on Reviewing Fixed-term Contracts.

Successive contracts

Get accurate information from HR about any previous contracts, or renewals of the current one.

Some staff may apply for permanence when they have 4 years' service on a single contract. However, such staff will have no right to permanence until their contract is renewed; and even then, the right would apply only if the College cannot objectively justify the fixed-term in the contract the last time that it was renewed.

Continuous service

When making a decision about continuous service:

- ❖ read Appendix 2 of this document which discusses how continuous service is worked out;
- ❖ get accurate information from HR about the dates of the employee's previous contracts, and the length of any breaks in service;

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- ❖ form a view of whether the employee has at least 4 years' continuous service;
- ❖ take advice from HR.

If the employee has 4 years' continuous service, consider:

- ❖ whether the fixed-term in the employee's contract was objectively justified at the time that it was issued.

Authority to make a fixed-term contract permanent

Permanent posts brought into being as a result of successive contracts are not exempt from the approval process which applies to any other permanent appointments.

You must therefore make the case for funding and get authority for appointing to a permanent post. The "Authority to make decisions" section in the Code of practice sets out who you must make your case to.

Reviews at the end of the contract

For staff with service of one year or more, when the fixed-term contract is due to end, you must follow the process set out in Section 2 of the Code of Practice on Reviewing Fixed-term Contracts. (Page 6.11 of the Code gives an outline of the procedure).

In practice, the review must be carried out by the employee's department, not HR. (although the HR Department will offer advice if asked). Normally the person responsible for the review will be the Principal Investigator, or a line-manager nominated by the head of school, department or institute. Allocating the role of reviewer is best done when the fixed-term contract is issued and should be recorded in the employment contract or the application for funding.

The reviewer (the head of department or another person they nominate - and not HR) must:

- ❖ review the need for the post
- ❖ review the employee's right to have their current fixed-term contract made permanent;
- ❖ if need be, seek funding and approval for any proposal to offer:
 - a further fixed-term contract;
 - a permanent contract;

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- ❖ ensure that any proposal for a further fixed-term contract can be objectively justified (see pages 2 to 7);
- ❖ set out their proposals in writing;
- ❖ notify the employee of the meeting;
- ❖ permit them to be represented;
- ❖ conduct the meeting;
- ❖ make the decision and give it in writing to the employee, saying that the employee has a right of appeal against:
 - a decision to dismiss; and/or
 - a decision not to make the contract permanent.



There are model letters to assist with these duties on pages 19 to 42.

Dealing with Uncertainty

Depending on the source of funding for the post, there may be some uncertainty about securing the funds to extend or renew a contract. The uncertainty may continue until the end date in the contract (and sometimes even after that).

If you are unable to make a decision because of the circumstances (you may be awaiting a decision by an external funding body), you have a number of options. You may wish to explore, either:

- ❖ seeking funding to bridge the “gap” (if it is available); or
- ❖ continuing the employment unfunded and risk having to dismiss and find the funds for the over-run from another source; or
- ❖ dismissing the employee and if need be reinstating them if the funding comes through. In this case, the employee would qualify for continuous service as though they had not been dismissed. The employee would be required to repay any redundancy pay if
 - their new contract is offered before their current one ends; and
 - the new contract starts within 4 weeks of the end of their last contract. .

The employee has a legal right to appeal against dismissal. Clearly, they cannot exercise this right until they are notified of the intention (or the necessity) to dismiss. It is therefore normally good practice to notify the employee if they are to be dismissed at least one month before the end date in the contract. You should indicate if you are still attempting to secure funds for an extension.

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Ending a fixed-term contract

Remember that the end of a fixed-term contract counts as a dismissal in law unless the contract is extended, renewed or made permanent.

Remember too, that the law also sets out minimum procedures for the handling of dismissals. In practice, the head of department (or another person they nominate) must:

- ❖ inform the employee that they propose to dismiss them and give the reason for the proposal;
- ❖ meet with them to discuss the matter;
- ❖ permit them to be represented;
- ❖ give their decision in writing and offer a right of appeal
- ❖ seek to redeploy the redundant employee to a suitable alternative job in the department (if there is one), and document any contacts made with other managers in pursuit of this;
- ❖ refer the employee to the HR department for a redeployment search outside the department.

Dismissals made without following this process may be viewed as unfair by an Employment Tribunal, and tribunals can make substantial awards to staff who are unfairly dismissed.

Therefore, fixed-term staff with one year's service or more, must have their contract reviewed in good time. The HR Code of Practice on "Reviewing Fixed-term Contracts" is designed to enable managers to comply with the legal requirements of the ending of a fixed-term contract.

Possible reasons for dismissal

If you decide to dismiss, your reason for doing so may only be one or more of the grounds set out in the Code of Practice.

Note that one of the reasons in the Code is "poor performance". However, this is likely to be a fair reason for dismissal only if:

- ❖ the employee has a current "final warning" on file under another Code of Practice (such as the Code on Probation or the Code on Poor Performance)
- ❖ the employee has been told that they must achieve the standards required by the end of the Contract and the manager's review shows that they have failed to do so.

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It follows that you should manage the performance of staff on fixed-term contracts. It may be tempting simply to let the contract expire and not renew it. However, in law, the end of a fixed-term contract without renewal counts as a dismissal, and staff with one year's service (or more) can bring a claim for unfair dismissal at Employment Tribunal.



Notice periods for staff on fixed-term contracts

Fixed-term contracts by definition include an end-date. There is thus no requirement in law to give further notice of dismissal unless the employee is to be dismissed before the end date specified in the contract.

However, even when the employment is being reviewed at the end of the contract, it is good practice to remind the employee of the end-date. HR will normally do this at least three months before the end of the contract.

Redundancy at the end of a fixed-term contract

Redundancy payments

Although the end of a fixed-term contract is not dealt with under the Code of Practice on Redundancy, staff dismissed at the end of their fixed-term contract are entitled to a redundancy payment if:

- ❖ the reason for dismissal is that they are redundant¹; and
- ❖ they have at least two years' continuous service.

Redundancy consultation

In law, the College is required to consult its trade unions when more than 20 redundancies are proposed in any 90 day period. The HR department will undertake such consultation.

1. *There is no redundancy if the College still require the same number of people to do the work. So there is no redundancy, for example, if the employee is employed to cover maternity or some other absence and the employee on leave returns to work.*

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Redundancy before the end of a fixed-term contract

There is a separate Code of Practice on Redundancy for any proposal to make staff redundant before the end date specified in their contract.

Redeployment opportunities

In law, redundant employees are entitled to an offer of suitable alternative employment within the College, if there is such work. The HR Department will inform the member of staff about employment opportunities on a College-wide level. They will be told about the vacancies on the HR web-site¹.

However, it is important, **before the review meeting**, for the Grantholder or Supervisor to explore any possible job opportunities within the relevant area of work or within the department.

It is good practice to:

- ❖ discuss the job search with the employee, in particular at review meeting; and
- ❖ keep good records of the job search and any job offers made.

Maternity leave or pregnancy during a fixed-term contract

It is unlawful to dismiss an employee **because** they are pregnant or on maternity leave. However such staff can be lawfully dismissed for reasons not related to their maternity or pregnancy - such as the end of their fixed-term contract.

Staff on fixed-term contracts get the same maternity benefits as permanent employees and are entitled to the College's maternity provisions after one year. The College scheme offers much improved benefits over the Statutory Scheme, but to retain these, the employee is required to return to work for 3 months after their maternity leave ends. Normally, staff who do not return to work or fail to complete the 3 month period are required to repay the difference between the College's scheme and the Statutory Scheme.

¹ Further information can be found in the Redeployment Key Concepts

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At the end of the contract, the prospects of renewing, or extending the contract, or making it permanent is carried out in the normal way. The Code of Practice on Reviewing Fixed-term Contracts specifies the legitimate reasons for which the contract may be ended - and if there is such a reason, the employee will normally be dismissed. If the employee is on the College's maternity scheme:

- ❖ College maternity pay will stop at the end of the contract;
- ❖ if the employee is still entitled to a period of Statutory Maternity Pay, the College will continue to pay this until it expires;
- ❖ an employee prevented from returning to work by the end of their contract will not be required to repay the difference between College maternity pay and Statutory Maternity Pay.

The employee's work while they are on maternity leave may be covered in a range of ways. For example, it may be appropriate for the work to be dealt with by:

- ❖ other staff through, say, re-allocating work, using spare capacity or the use of overtime; or
- ❖ agency, temporary, fixed-term or casual staff; or
- ❖ the employee themselves on their return to work; or
- ❖ adjusting priorities or redesigning the work, project or research so that it can be accomplished within resources; or
- ❖ a combination of such measures.

Decisions about such arrangements are for local determination but are subject to the usual constraints on funding, budgets and making appointments.

Equal treatment for staff on fixed-term contracts

Staff on a fixed-term contract have the legal right to be treated no less favourably than an employee on a comparable permanent contract, unless this can be objectively justified. (Permanent staff do not have the right to claim equality with staff on fixed-term contracts).

Where there is no comparable "permanent" employee, the College may opt to offer different conditions, but even then it is good practice to do so only where the difference in treatment can be objectively justified.

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Objective justification happens when the difference in treatment is:

- ❖ designed to achieve a legitimate business or educational objective; and
- ❖ necessary to that objective; and
- ❖ appropriate to that objective.

For example, it may be appropriate to the business requirements of the College to require staff on a short fixed-term contract to take their annual leave at the end of the contract, rather than during the specific period in which they are required to work.

Some benefits, for example season ticket loans, are offered on an annual basis or for some other specific period. If the fixed-term employee is not employed for the whole period, it may be appropriate to offer the benefit on a pro-rata basis.

Staff on fixed-term contracts have the right, in law, to request (in writing) the reason (in writing) a statement of the reason for any less favourable treatment. The College has a 21 day period to give the statement in writing. The employee may make a claim to a Tribunal if the statement is:

- ❖ given late; or
- ❖ given on time but is “evasive or equivocal”.

If you receive such a request, please act promptly to take HR advice.

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Appendix I: Key statutory rights and continuous service



This list sets out the minimum rights defined by statute: the College often offers better rights in its contracts of employment.

Immediately, all staff have the right to:

- 1 protection against unlawful discrimination on grounds of sex, race, sexual orientation, disability, religion or belief, marital status of married people, being (or not being) a union member, and so on
- 2 26 weeks maternity leave (unpaid)
- 3 reasonable time off for dependants
- 4 reasonable time-off (with pay) for ante-natal care
- 5 statutory sick pay following the appropriate qualifying period
- 6 itemised pay statements
- 7 not to have unauthorised deductions made from pay
- 8 the same health and safety information, training and protective equipment as permanent employees
- 9 inclusion in relevant training programmes
- 10 reasonable time-off (without pay) for public duties
- 11 a minimum of 4 weeks' paid leave a year.

After 1 month, staff have the right to:

- 1 week's paid notice.

After 2 months, staff have the right to:

- a written statement of employment particulars.

After 26 weeks, subject to certain conditions, staff have the right to:

- 26 weeks paid maternity leave
- an additional 26 weeks unpaid maternity leave.

After 1 year, staff have the right to:

- 1 protection from unfair dismissal
- 2 be given the reason, in writing, for any proposal to dismiss them
- 3 a meeting to discuss the proposal, with the decision in writing
- 4 a right of appeal against a decision to dismiss

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After 2 years, staff have the right to:

- 1 an offer of suitable alternative employment if made redundant - provided such a job is available
- 2 a statutory redundancy payment if no suitable job can be found
- 3 2 weeks notice (after 2 years) and 1 additional week for each completed year of service after that, up to a maximum of 12 weeks

After 4 years, staff on successive fixed-term contracts have the right to:

- a permanent contract, unless there was an objective justification for the fixed-term at the time that it was last issued or renewed.

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Appendix 2: Breaks in continuous service



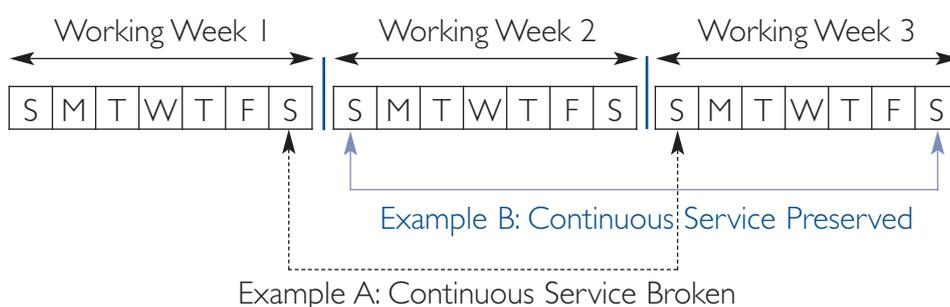
Staff need 4 years' continuous service with the College before they can qualify for a permanent contract. If there are any significant breaks in service, the "clock" is set back to zero.

The law sets out the way continuous employment must be calculated:

- 1 continuous employment is assessed on a week by week basis;
- 2 in law the working week runs from Sunday to Saturday;
- 3 if an employee does not have a contract of employment that covers at least part of one day in each of two consecutive working weeks, their continuous employment is broken.

Thus, in example A below, someone employed on the Sunday of Week 1 and then on the Saturday of Week 3 has their continuous employment broken, since they are not employed in two consecutive weeks

But in example B below, with a contract covering the Saturday of Week 2 and the Sunday on Week 3 continuous service is preserved even though the gap (in days) is longer. Critically, the employee is employed on at least one day in each of two consecutive weeks.



However, there are many exceptions to this rule. For example, if the break between contracts amounts to a "temporary cessation of work", continuous service will not be broken. Case law has established that periods of holiday between semesters will qualify as *temporary cessations of work*. However, breaks for longer periods, or breaks which do not coincide with holidays between semesters may count as a break in employment. In complex cases it is best to take advice from the HR Department.

Implementing the Codes of Practice Reviewing Fixed-term Contracts

Section 2: Model letters

No.	From:	To:	Purpose:	Page
FTC 1	Manager	Employee claiming permanence	Decision letter	21
FTC 2	Manager	Employee claiming permanence	Extending time for response	23
FTC 3	HR	Employing Department	End of fixed term contract (FTC) - 4 month reminder	24
FTC 4	HR	Employee [Less than 1 year]	End/review of FTC – 3 month reminder to employee	26
FTC 5	HR	Employee [1 year or more]	End/review of FTC – 3 month reminder	27
FTC 6	Manager	Employee [1 year or more]	Notice of FTC Assessment Meeting	29
FTC 7	Manager	Employee [1 year or more]	Decision letter after an FTC Assessment Meeting - dismiss	31
FTC 8	Manager	Employee [1 year or more]	Decision letter after an FTC Assessment Meeting - renew	33
FTC 9	HR	Department [if no decision yet]	Follow up letter about extend/end form	34
FTC 10	HR	Employee [if no decision yet]	Reminder of expiry of FTC - redundancy pay	36
FTC 11	HR	Employee [if no decision yet]	Reminder of expiry of FTC - no redundancy pay	38
FTC 12	HR	Trade Unions	Consultation over potential redundancies	39
FTC 13	HR	Employee	Notification of continued employment	41
FTC 14	HR	Employee [late decision]	Notification of continued employment after earlier notice	42



Model Letter FTC I

Topic:	Decision letter following an employee's claim for permanence
From:	The manager undertaking the review
To:	The employee who has claimed permanence
When:	Normally within 21 days of the date the claim is lodged

Dear [Employee's name]

Claim for a permanent contract

I have reviewed your claim for a permanent contract of employment in accordance with Section I of the HR Code of Practice on Reviewing Fixed-term Contracts [and have taken advice from the HR Department].

Options:

I am pleased to tell you that my decision is that you qualify as a permanent employee. I have taken steps to find funding for your post and get approval for it to be made permanent. These administrative matters are now complete and I have instructed the HR Department to write to you with a new contract of employment. They will contact you shortly.

Or:

I have decided that you do not qualify as a permanent employee. This is because:
[Give the reason(s) in full but limit them to the issues you are required to consider in law.]

[Do say, for example:

"This is because, in law, to qualify as a permanent employee you must have at least 4 years' continuous service and I consider that your continuous service was broken two years' ago and you therefore have insufficient continuous service". (Then explain the facts and dates that underlie your decision);

Or:

"This is because, in law, to qualify as a permanent employee you must be employed on successive fixed-term contracts and this is your first contract with the College" (Then explain the facts that underlie your decision);

Or:

"This is because, in law, to qualify as a permanent employee you must be employed on a fixed-term contract which cannot be objectively justified, and I take the view that your fixed-term contract is justified because (give the reason). (Then explain the facts that underlie the reason)."]

Model Letters: Reviewing Fixed-term Contracts



[Do not give a reason that is based on administrative grounds rather than the legal considerations. For example, do not say:

“This is because there are insufficient funds to make your post permanent”:

Or:

“This is because I have not been able to get approval for a permanent post”.]

You will note that under section I of the Code of Practice, there is no right of appeal against my decision.

Yours sincerely,

Head of Department (or nominee)

Copy to

Personal file, employee’s manager, employee’s representative (if known).



Model Letter FTC 2

Topic:	Extension letter in response to an employee's claim for permanence [to be used in exceptional circumstances]
From:	The manager undertaking the review
To:	The employee who has claimed permanence
When:	Normally within 21 days of the date the claim is lodged

Dear [Employee's name]

Claim for a permanent contract

I have received your claim for a permanent contract of employment. I intend to deal with it as soon as possible in accordance with Section 1 of the HR Code of Practice on Reviewing Fixed-term Contracts.

However, I am unlikely to be able to respond to you within 21 days.

The reasons for this are:

[Give all the reasons for the delay

For example, I am attending a conference and will not be back at work until (date). I then need to consult the HR department to confirm your employment details and whether you qualify in law for a permanent contract. I need to take advice on your continuous service and the objective justification for the fixed-term in your contract. At the same time under the College's financial and administrative procedures, the decision to fund and appoint to a permanent post is not a decision that I can make in isolation. I will therefore need to consult other people with a role in the decision (say who they are, including finance, grants, external funding bodies, and so on). I cannot, in practical terms do this before (give a date and say why you cannot do so earlier).]

However, I expect to have all the information that I require to make an informed decision by (give the earliest possible date for this). I will write to you at that time to give you my decision and set out the reasons for it. (Make sure you do so, or write again).

Yours sincerely,

Head of Department (or nominee)

Copy to

Personal file, employee's manager, employee's representative (if known).

Model Letters: Reviewing Fixed-term Contracts



Model Memo FTC 3

Topic:	End of fixed-term contract - 4 month reminder
From:	HR Assistant/Contact Officer
To:	The HoD, Grant-holder, or General Manager
When:	At least 4 months before the contracts are due to end

Private and Confidential

Dear [Manager's name and title]

End of fixed-term contract - 4 month reminder

We are enclosing a "Request to end or extend an appointment form" for each employee in your department, institute or centre whose fixed-term contract is due to expire in the near future. The form and this memo both explain the action which your department, institute or centre needs to take. We will be writing separately to the affected staff to explain their position and how they can expect to be treated.

For all staff with service of one year or more, you will need to arrange for the employee's contract to be reviewed using section 2 of the College's Code of Practice on Reviewing Fixed-term Contracts. The Code of Practice is available from HR or on the HR website: <http://www.hr.qmul.ac.uk/policiesandprocedures/exitandretirement/fixedterm/>

The Code requires the manager dealing with the matter to review the employment, meet the employee, discuss the proposal and offer a right of appeal if the decision has the effect of ending the contract. Before making a decision to dismiss the manager must also consider whether there is another suitable post to which the employee can be redeployed. The HR Department has prepared model letters to assist line managers with the process. These, too, are available on the HR web-site.

Once the above processes are complete, you can use the "extend/end" form to instruct HR about the outcome. Please let me know that you have received the form and, if you are not dealing with the matter, who has been delegated to do so.

It is important that these matters are dealt with in good time, since, if no satisfactory instruction is received, HR will act to protect the College's financial interests by confirming the employee's dismissal and removing them from the payroll.

Model Letters: Reviewing Fixed-term Contracts



Moreover, we are unable to act on any instruction which does not fulfil the College's standards. Funding for any extension must be confirmed and the form certified by the appropriate signatories.

If you require any further help or advice on this matter, I will be pleased to assist.

Yours sincerely

HR Assistant/HR Contact Officer
HoD (if applicable)
Copies as appropriate



Model Letter FTC 4

Topic:	End/review of fixed-term contract
From:	HR Assistant/Contact Officer
To:	Each FTC employee with less than 1 year's service
When:	At least 3 months before the contracts are due to end

Private and Confidential

Dear [Employee's name],

End and review of fixed-term contract

As set out in your contract of employment, your fixed-term appointment as [post] in the [department] is due to end on [date]. As this date approaches, may I take this opportunity to thank you for your service to the College.

The College will, as a matter of course, review your employment to consider whether it is possible to renew or extend your contract; or, alternatively if it can offer you a permanent post. However, there is no guarantee of further employment.

Your department or institute will allocate an appropriate person to carry out the review and keep you informed. In the meantime, you have the right to apply for any vacancy in the College, including any permanent posts.

The College's vacancies are advertised on the College's HR website at <http://webapps.qmul.ac.uk/hr/vacancies/>. The enclosed leaflet shows how you can register to receive information about any advertised vacancies which meet your requirements.

Please keep the HR department informed of changes to the address shown above.

If you do not wish to continue your employment with QMUL - you may, for example, have found work with another employer - it would be helpful if you would keep your manager informed of your intentions, preferably in writing.

May I offer my best wishes for the future.

Yours sincerely,

HR Assistant/HR Contact Officer

Copy to: Head of Department/Centre, GM/IM, file

Encl.



Model Letter FTC5

Topic:	End/review of fixed-term contract
From:	HR Assistant/HR Contact Officer
To:	Each FTC employee with at least 1 year's service
When:	At least 3 months before the contracts are due to end

Private and Confidential

Dear [Employee's name],

End and review of fixed-term contract

As set out in your contract of employment, your fixed-term appointment as [post] in the [department] is due to end on [date]. As this date approaches, may I take this opportunity to thank you for your service to the College.

By the end date in your contract, you will have continuous service of one year or more. The College will therefore review your employment in accordance with its "Fixed-term Contract" Code of Practice. The review will consider whether it is possible for the College to renew or extend your contract; or, alternatively if it can offer you a permanent post. However, there is no guarantee of further employment.

Further information for staff about the process is attached. The Code of Practice itself is available from HR or on the HR website at the following web address:
<http://www.hr.qmul.ac.uk/policiesandprocedures/exitandretirement/fixedterm/>

A Guide for Employees is also available on the web-site.

Your department or institute will allocate an appropriate person to carry out the review. You will see that you have the right to:

- be told the reason for any decision made about your continued employment;
- appeal against a decision not to renew or extend your contract; or not to make it permanent;
- apply for any vacancy in the College, including any permanent posts.

The College's vacancies are advertised on the College's HR website, at the following web address: <http://webapps.qmul.ac.uk/hr/vacancies/>. The enclosed leaflet shows how you can register to receive information about any advertised vacancies which meet your requirements.

Model Letters: Reviewing Fixed-term Contracts



Please keep the HR department informed of changes to the address shown above.

If you do not wish to continue your employment with QMUL - you may, for example, have found work with another employer - it would be helpful if you would keep your manager informed of your intentions, preferably in writing.

May I offer my best wishes for the future.

Yours sincerely,

HR Assistant/HR Contact Officer;

Copy to Head of Department/Centre, GM/IM, file

Model Letters: Reviewing Fixed-term Contracts



Model Letter FTC6

Topic:	Notice of Assessment Meeting
From:	The manager undertaking the review
To:	Employees with at least 1 year's service whose contract is being reviewed
When:	Normally at least 5 working days before the hearing; and normally during the third month before the contract is due to end

Private and Confidential

Dear [Employee's name],

Meeting to review your fixed-term contract

As set out in your contract of employment, your fixed-term appointment as [post] in the [department] is due to end on [date]. I have therefore been investigating the prospects for the College to renew or extend your contract, or to make it permanent.

I have formed a preliminary view on this matter and would like to discuss it with you in person. I will be assisted at the meeting by (another appropriate person, maybe from the HR department, or if Finance is an issue, the Finance Department).

Summary of proposed action with reasons:

After careful consideration [and any other actions taken, financial advice sought, etc.], my preliminary view is that [tell the employee what you are proposing to do].

The reasons for this are as follows. [Say what they are. The HR Code of Practice on Reviewing Fixed-term Contracts sets out the acceptable reasons for a decision not to renew. If your decision is to offer a further *fixed-term* contract rather than a permanent one, Appendix 2 of the Code of Practice lists the appropriate reasons for which the College uses such contracts. Make sure that the reason(s) you give falls into one or more of these categories and can be objectively justified. Explain the objective justification to the employee at the meeting].

Purpose of the meeting

The purpose of the meeting is to allow me to discuss the proposals with you and decide what action is appropriate after listening to any matters you wish to raise.

Model Letters: Reviewing Fixed-term Contracts



You will have the opportunity to:

1. hear the reason for the proposals
2. put your side of matters and raise any concerns
3. ask relevant questions
4. be represented: you can bring any other person with you to the meeting

Date and location of meeting:

[Say where and when, normally after consulting the employee, thus:]

I have consulted you about an appropriate time for the meeting and have therefore arranged it for [time and date] at [location].

Documents, establishing matters of fact

I wish to refer to the attached documents at the meeting:

[List them and attach them if there are any, otherwise strike out]

If you wish to refer to any other documents, or if you wish to bring another person to give evidence for you on a matter of fact, please submit the document or give the identity of the person to me at least 2 working days before the meeting is due to take place.

Your responsibilities

If you wish to take advice and to be represented at the hearing, it is your responsibility to arrange this. If you are having any difficulty in attending the meeting, please let me know in good time and continue to keep me informed.

Yours sincerely,

Senior manager (with authority to hear the case).

Copy to

Personal file, employee's manager, employee's representative (if known).

Model Letters: Reviewing Fixed-term Contracts



Model Letter FTC7

Topic:	Decision to dismiss following FTC review meeting
From:	The manager undertaking the review
To:	Employees with at least 1 year's continuous service with the College who are to be dismissed following a review of their fixed-term contract
When:	At least 5 weeks before the contract is due to end

Dear [Employee's name],

Review of fixed-term contract

As set out in your contract of employment, your fixed-term appointment as [post] in the [department] is due to end on [date]. I therefore carried out a review of your fixed-term contract, and we met to discuss my findings on [date] at [time] in [location]. You were represented by [name]. I explained my view that it will not be possible to renew or extend your contract; nor to make it permanent. In response, you stated that: [say what]

After careful consideration of these matters, my decision is that there are objectively justified reasons why I cannot offer you a new contract.

The reason[s] for this decision [is]/[are] that:

[Summarise them. Ensure that the reason(s) you specify are taken from the list of acceptable reasons for non-renewal given in the Code of Practice. Explain how your decision takes into account the employee's view. If the employee has 4 years or more continuous service explain why you have decided that they are not entitled to a permanent contract.]

You have a right of appeal against this decision. Any such appeal must be lodged with the Director of HR, within 10 working days of the date you receive this decision letter. An appeal form for you to use is the HR web-site. If you do not have access to the web-site please contact HR and they will send you a form.

I have also carefully considered whether any of the vacancies in the department are suitable for you. Unfortunately, I cannot offer to redeploy you because:

[Say why. If there are no suitable vacancies say so. If there are vacancies that the employee might consider suitable, explain the objective justification for not offering the job to them. For more information see Redeployment Key Concepts on the HR web-site]

Model Letters: Reviewing Fixed-term Contracts



In the meantime, the College will seek to redeploy you to another job if suitable alternative work becomes available. The College's vacancies are advertised on its HR website: <http://webapps.qmul.ac.uk/hr/vacancies/>. The enclosed leaflet shows how you can register to receive information about any advertised vacancies which meet your requirements. You have the right to apply for any vacancy in the College, including any permanent posts. Again, if you do not have access to the web-site, please contact the HR office and they will keep you informed of any vacancies.

May I offer my best wishes for the future, and take this opportunity to thank you for your service to the College. I will inform the HR Department of my decision and they will contact you in due course. In the meantime, I will, of course, consider sympathetically any requests you may make for reasonable time off to search for alternative work or to arrange training.

Yours sincerely,

Manager carrying out the review

Copy to: Head of Department/Centre, GM/IM, HR Assistant/HR Contact Officer
and file

Encl.

Model Letters: Reviewing Fixed-term Contracts



Model Letter FTC8

Topic:	Decision to offer another contract after FTC assessment meeting
From:	The employee's manager
To:	Employee's with at least 1 year's continuous service with the College who are to be offered a new contract following a review of their fixed-term contract
When:	At least 5 weeks before the contract is due to end

Dear [employee name],

Review of fixed-term contract

As set out in your contract of employment, your fixed-term appointment as [post] in the [dept] is due to end on [date]. I therefore carried out a review of your fixed-term contract, and we met to discuss my findings on [date] at [time] in [location]. You were represented by [name].

After careful consideration of these matters, my decision is that it is appropriate to offer you a [renewed or extended or permanent] contract.

The reason(s) for this decision is/are that:

[summarise them, and include a comment on funding, and if need be, the length of extension or renewal. If the new contract is for a fixed-term, give the objective justification for fixed-term in the contract (you will find these in Appendix 2 of the Code of Practice on Reviewing Fixed-term Contracts). Make sure that the reason(s) are taken from one or more of the categories given, is robust, and can be objectively justified. Record the explanation for the objective justification that you gave the employee at the meeting]

[If the new contract is not permanent:

If you believe that you are entitled to a permanent contract or that the fixed-term in your new contract cannot be objectively justified, you have a right of appeal. Any such appeal must be lodged with the Director of HR, within 10 working days of the date you receive this decision letter. An appeal form for you to use is the HR web-site. If you do not have access to the web-site please contact HR and they will send you a form.]

I will contact the HR department and ask them to send you an appropriate offer letter, and to make any needed changes to your contract of employment.

Yours sincerely,

Manager carrying out the review

Copy to Head of Department/Centre

GM/IM

HR Assistant/HR Contact Officer and file



Model Letter FTC9

Topic:	Four week reminder about the “extend/end” form
From:	HR Assistant/HR Contact Officer
To:	The employee’s manager
When:	Four weeks after letter 1 to the manager is sent

Dear (Manager’s name and title)

Four week reminder about the “extend/end” form for [employee’s name]

The above named employee is currently on a fixed-term contract which is due to expire on [date]. We therefore sent you a “Request to end or extend an appointment form” some four weeks ago.

I have yet to receive any instructions from you about what course of action you wish us to take. I would be grateful if you would either:

1. return the form with your instructions about whether to end or extend the contract for this employee, or
2. let me know where you are in the process.

If you have already despatched the form, thank you. Again, it would be very helpful if you would let me know if this is so, in case the form has gone astray.

For staff with 1 year’s service (or more) you will need to arrange for the employee’s contract to be reviewed using the College’s Code of Practice on Reviewing Fixed-term Contracts (unless you have already done so). The Code of Practice is available from HR or on the HR website:

<http://www.hr.qmul.ac.uk/policiesandprocedures/exitandretirement/fixedterm/>.

The HR Department has also prepared model letters to assist managers with the process.

Please bear in mind that:

1. the ending of a fixed-term contract without renewal counts as a dismissal in law
2. staff with 1 year’s service or more have the right to claim unfair dismissal in an Employment Tribunal, and if successful, may be awarded compensation
3. any dismissal that is made without following the process set out in the College’s Code of Practice on “Reviewing Fixed-term Contracts” is likely to be found unfair by a Tribunal
4. the financial liability for any successful claim of unfair dismissal is borne by the Department/Institute.

Model Letters: Reviewing Fixed-term Contracts



Once the above processes are complete, you can use the “extend/end” form to instruct HR about the outcome. If you have not yet completed the form, you might find it useful to know the imperatives that we are working to in the HR Department.

First, we are unable to act on any instruction which does not fulfil the College’s standards. Funding for any extension must be confirmed and the form certified by the appropriate signatories. If the form is not completed satisfactorily, we will return it and explain why.

Secondly, if no satisfactory instruction is received, HR will act to protect the College’s interests by confirming the employee’s dismissal and removing them from the payroll.

What will happen is this:

- 1 on payroll cut-off date (normally, about the 10th of each month), we will arrange for the employee to be:
 - paid (at the end of the month) any monies due, including any redundancy payment, and
 - removed from the next month’s payroll.
- 2 three weeks before the contract is due to end, the HR Department will issue a termination letter and follow the normal “leaver” procedure.

If we receive a satisfactory instruction to extend the contract after the payroll cut-off, HR will, if need be, arrange for the employee to be paid by cheque for that month’s salary and for any redundancy payment to be reclaimed from the employee’s salary. Any termination letter would then be withdrawn.

Please note that HR has no further reminders about this matter scheduled. If you need to diarise any reminders or actions, you should arrange to do this yourself. If you require any further help or advice on this matter, the HR Department will be pleased to help.

Yours sincerely

HR Assistant/HR Contact Officer
Copy to: HoD (if applicable)



Model Letter FTC10

Topic:	Reminder of expiry of fixed-term contract – redundancy pay due
From:	HR Assistant/HR Contact Officer
To:	Reminder of expiry of fixed-term contract - for staff entitled to redundancy pay
When:	At least 3 weeks before the contract is due to end

Dear [Employee's name]

Reminder of expiry of fixed-term contract

I wrote to you earlier to remind you that your fixed-term contract as [job title] in the [name of department, institute or centre] would soon end. I explained that your contract would be reviewed [using the College's Code of Practice on Reviewing Fixed-term Contracts].

I have yet to receive any instruction from your manager to extend your contract, which will therefore end on [date]. If I receive such an instruction from your manager I will write to you again.

By copy of this letter I am requesting your Head of Department/Grant-holder to confirm that they:

- have told you in writing that you have a right of appeal against the proposal not to renew or extend your contract; and
- will continue to consider you for any vacancies which they may be aware of in the department, and to speak to you about future employment prospects.

In the meantime, the end of your contract will count as a redundancy, in law, so you are entitled to a statutory redundancy payment of £ [the amount]

This has been calculated in accordance with the ready-reckoner shown on the Department of Business Enterprise and Regulatory Reform web-site, which you will find at the following web-address:

<http://www.dti.gov.uk/employment/employment-legislation/employment-guidance/page33157.html>

The calculation is based on:

- your age, [say what] and
- the period of your continuous service with the College [say what]
- the maximum amount of a week's pay for calculating redundancy which is set at [say what].

Model Letters: Reviewing Fixed-term Contracts



The College is willing to redeploy you to other suitable work within the College - if such work can be found. The College's vacancies can be found on the HR web-site: <http://webapps.qmul.ac.uk/hr/vacancies/>. Alternatively, the enclosed leaflet shows how you can register to receive information about any advertised vacancies which meet your requirements.

If you do not have access to the web-site, please let me know and I will arrange for the vacancy list to be sent to you.

You may of course apply for any job for which you feel qualified, and your HR Assistant/HR Contact Officer would be pleased to meet with you to discuss any positions that are of interest to you.

If you are a member of the Pension Scheme please arrange to speak to the Pensions and Payroll Officer (extension 7706) about the options you have. Your P45 form will be sent to you as soon as possible. Any future correspondence will be sent to the above address - unless you indicate that it should be sent elsewhere.

If a pay claim is settled after your leaving date, you may request payment of any backdated amount to which you may be entitled. A claim form is available from the Human Resources Department.

I should like to thank you for your service to the College, and offer my best wishes for the future.

Yours sincerely,

HR Assistant/HR Contact Officer
Copy to: Head of Department

Encl.

Model Letters: Reviewing Fixed-term Contracts



Model Letter FTCI I

Topic:	Reminder of expiry of FTC – no redundancy pay due
From:	HR Assistant/HR Contact Officer
To:	Employees not entitled to redundancy - either as they have less than 2 years' service or because the reason for the dismissal is not redundancy (take advice from HR)
When:	At least 3 weeks before the contracts are due to end

Dear [Employee's name]

Reminder of expiry of fixed-term contract

I wrote to you earlier to remind you that your fixed-term contract as [job title] in the Department of [department name] would soon end. I have yet to receive any instruction from your manager to extend your contract, which will therefore end on [date]. I should like to thank you for your service to the College, and offer my best wishes for the future.

By copy of this letter I am requesting your Head of Department and Grant-holder to confirm that they:

- have told you in writing that you have a right of appeal against the proposal not to renew or extend your contract; and
- will continue to consider you for any vacancies which they may be aware of in the department, and to speak to you about future employment prospects.

In the meantime, the College is willing to redeploy you to other suitable work within the College - if such work can be found. The College's vacancy list is available from HR on the HR web-site: <http://webapps.qmul.ac.uk/hr/vacancies/>. Alternatively, The enclosed leaflet shows how you can register to receive information about any advertised vacancies which meet your requirements.

You may of course apply for any job for which you feel qualified, and your HR Contact Officer would be pleased to meet with you to discuss any positions that are of interest to you.

If you are a member of the Pension Scheme please arrange to speak to someone in the Pensions Section (extension 7706) about the options you have. Your P45 form will be sent to you as soon as possible. Any future correspondence will be sent to the above address - unless you indicate that it should be sent elsewhere.

If a pay claim is settled after your leaving date, you may request payment of any backdated amount to which you may be entitled. A claim form is available from the Human Resources Department.

Yours sincerely,

Susanne Byrne

Director of Human Resources,

Copy to: Head of Department

May 2008



Model Letter FTCl2

Topic:	Fixed-term contracts - consultation over potential redundancies
From:	HR Assistant/HR Contact Officer
To:	College Trade Unions
When:	At least 3 months before the contracts are due to end

Dear [Trade Unionist],

Fixed-term contracts - consultation over potential redundancies

The attached spreadsheet shows the members of staff with fixed-term contracts whose contract is due to end in the month of [give the month]. It sets out the names of the staff whose contracts are ending, the date the contract is due to end, the category/type of staff and the establishment or department in which they work.

The reason for the proposals

The College intends to review the employment and contract of each of the people on the list. If there is a business case, the College will extend or renew the contracts of these employees, or make their contracts permanent. However, if there is no business case, the College is proposing that the employee will be dismissed. The reason for the dismissal will be that the College no longer requires the employee to do the work for which they are employed, and in most cases, the dismissal will qualify as a redundancy.

Proposed method for selecting staff for redundancy

The employee whose contract is ending will be selected for redundancy - unless, either:

- the College finds there is a business case for extending the contract, or
- there is a natural "pool" of employees in similar roles/contracts from whom it is appropriate to select for redundancy.

Proposed method of making the dismissals

The contract includes the end-date and the employee has, in effect, been on notice since the contract was issued. Three months before the contract ends, the College will write to the employee to remind them that the contract is due to end. The prospects for offering a new contract will be assessed using the principle's set out in the College's Code of Practice on "Reviewing Fixed-term Contracts. Any dismissals will be made in accordance with the principles set out in the Code. The Code is available on the HR web-site. Unless the HR department is instructed to issue a new contract, they will write to the employee 3 weeks before the contract is due to end to say that the dismissal will take place as set out in the contract.



Proposed method for calculating redundancy pay

The College intends to make statutory redundancy payments to staff who qualify, taking into account their age and service. The payment will be in accordance with the ready-reckoner on the BERR web-site. The College intends to apply the statutory maximum for calculating a week's pay.

Minimising the number of redundancies

The College intends to minimise the number and effect of redundancies by:

1. reviewing each case to see if the contract can be extended, renewed or made permanent
2. seeking to offer suitable alternative work for the employee in the College, if there is any
3. reminding the employee that the College's vacancies are on the HR web-site
4. giving consideration to redundant employees for work for which they consider themselves to be suitable
5. giving the employee reasonable time off to seek work with other employers and arrange training.

Further consultation

Proposals to make redundancies at the end of a fixed-term contract is an ongoing reality in the University sector, especially in a research-active College like Queen Mary. As a result we have already consulted the unions on a variety of matters that have collective effect. These include the management of the redundancy process, pay protection, ways to minimise the use of fixed-term contracts, etc. We are, of course, ready to listen at any time to further union proposals on these matters. But in practice, redundancies at the end of a fixed-term contract are dealt with as individual cases rather than collectively. Further consultation with the relevant unions will therefore occur in each case as set out in the Code of Practice on Reviewing Fixed-term Contracts.

For the avoidance of doubt, the redundancies set out in the attached spreadsheet have already been notified to the Advance Notification section of the Department for Business Enterprise & Regulatory Reform.

Yours sincerely,

Susanne Byrne,
Director of Human Resources

Model Letters: Reviewing Fixed-term Contracts



Model Letter FTC13

Topic:	Notification of continued employment after earlier notice
From:	HR Assistant/HR Contact Officer
To:	Employees whose contracts are renewed, extended or made permanent
When:	As soon as possible after the decision is known

Dear [Employee's name]

New/extended fixed-term contract

I am pleased to inform you that I have received instructions to offer you a new contract of employment when your current fixed-term contract as [job title] in the Department of [department name] ends.

Please find enclosed your new contract of employment, the terms and conditions that apply to it, and copy documents. I would be grateful, therefore, if you would sign and return the copy, to show your acceptance of the appointment on the terms set out - within seven days of receipt. Returning the signed copy promptly will ensure that you remain on the College's payroll.

Yours sincerely,

Yours sincerely,
Susanne Byrne
Human Resources Director
Copy to: Head of Department



Model Letter FTCl4

Topic:	Notification of continued employment after earlier notice
From:	HR Assistant/HR Contact Officer
To:	Employees whose contracts are renewed, extended or made permanent after being given notice of dismissal
When:	As soon as possible after the decision is known

Dear [Employee's name]

Continued employment at the expiry of fixed-term contract

I have now received instructions to offer you a new contract of employment when your current fixed-term contract as [job title] in the Department of [department name] ends.

Options:

I will contact you shortly with a formal offer letter, outlining arrangements to adjust your pay. [If need be say that the College intends to reclaim redundancy pay but restore normal pay. Redundancy pay should be reclaimed only if the employee is (1) offered a new job before the day they are dismissed and (2) the new job starts within 4 weeks of the date of their dismissal.]

Or

Please find enclosed your new contract of employment, the terms and conditions that apply to it, and copy documents. I would be grateful, therefore, if you would sign and return the copy, to show your acceptance of the appointment on the terms set out - **within seven days of receipt**. Returning the signed copy promptly will ensure that you remain on the College's payroll. [If need be say that the College intends to reclaim redundancy pay but restore normal pay. Redundancy pay should be reclaimed only if the employee is (1) offered a new job before the day they are dismissed and (2) the new job starts within 4 weeks of the date of their dismissal.]

Yours sincerely,
Susanne Byrne
Human Resources Director
Copy to: Head of Department



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