

# Human Resources

## FIXED TERM WORKERS

Document Management Number	
Author	██████████
Date Written	December 2002
Reviewed by	██████████
Date Reviewed	Sept 2007
Date for Review	Sept 2008
Version	1.0



South Yorkshire  
Fire & Rescue  
WORKING FOR A SAFER  
SOUTH YORKSHIRE

## FIXED TERM WORKERS

### INTRODUCTION

1. This policy provides South Yorkshire Fire and Rescue with guidance in relation to Terms and Conditions of Employment for fixed term employees and has taken into consideration the fixed term employees (Prevention of Less Favourable Treatment) Regulations 2002.
2. South Yorkshire Fire and Rescue is committed to establishing and maintaining a positive working environment where the dignity and respect of employees is not undermined. It is committed to working practices that ensure the fair treatment and professional and personal dignity of all its employees. No employee will be treated less favourably on the grounds of race, gender, disability, age, sexual orientation, religion or belief or for any other reason which cannot be justified in job related terms.
3. South Yorkshire Fire and Rescue is committed to ensuring that all fixed term employees are not treated less favourably than an equivalent established employee and that they will receive an appropriate offer letter and a statement of terms and conditions before they commence their employment.
4. It is the responsibility of all involved in the recruitment or management of fixed term employees to be aware of and adhere to the contents of this policy.
5. Those involved in the recruitment of fixed term employees should ensure that external consultants or recruitment agencies who assist in the recruitment process act in accordance with this policy.
6. When an individual is offered fixed term employment, they should be made aware of this policy.

### SCOPE

7. This policy applies to all employees on contracts of employment which specify an end date.
8. This policy does not apply to agency workers or 'temps', who have a contract with an outside organisation such as a recruitment agency, or other employees on any temporary work scheme i.e. work placements etc.

### DEFINITIONS

9. **Established Employee:** Staff employed on the payroll for an indefinite period.
10. **Fixed Term Employee:** An individual employed (on payroll rather than paid by an

## FIXED TERM WORKERS

agency or by invoice) for a temporary or fixed term period.

Where a fixed term employee is later transferred to established employment, their start date for statutory purposes will be the date when their fixed term contract began, provided that there has been no break in service. Staff employed for a temporary or fixed term period must not be treated less favourably than comparable established employees because they are temporary or fixed term, unless the different treatment can be objectively justified.

11. **Part Time Employee:** An employee, either on an established or fixed term contract, who works fewer hours than the normal working week. A part time employee's terms and conditions should in all respects, except working hours and the proportionate reduction in pay and benefits, be equivalent to those in comparable full time employment.

### APPLICATION

12. Prior to advertising a fixed term post a job description should be drafted that will, as would be the case for an established post, detail the full duties of the post.
13. The line manager should complete Form FS139 in order to obtain authorisation for the employment of the fixed term employee.
14. Fixed term employees should have a salary equivalent to a comparable established employee. Where a comparable employee does not exist, the salary level should be determined from an assessment of the grade using the relevant job evaluation method.
15. Annual leave entitlement should be allocated using the pro rata calculation, however leave for a fixed term employee will be accrued on a monthly basis.
16. For fixed term employees where it is reasonable to anticipate that the employment will be for a period of at least three months, they should receive a reduced issue of corporate wear. Fixed term employees issued with corporate wear will be subject to the terms of the scheme.
17. Fixed term employees will receive job specific training in the same way that other new employees would. In terms of training courses, particularly externally delivered courses, provision will be subject to the appropriate line manager making a case for the individual to attend the course. Factors taken into consideration should include:-
  - Financial cost of the training course
  - The expected impact of the training on the efficiency of the section

## FIXED TERM WORKERS

- The perceived and measurable benefit of attending the course when offset against the expected period of the fixed term contract and the role being undertaken.
18. The provisions of the Flexible Working Scheme will be made available to the fixed term employee but will, as with permanent employees, be subject to the requirements of the section or role within which they are employed.

### OBJECTIVE JUSTIFICATION

19. Due regard should be given to balancing the needs and rights of the fixed term employee with the business objectives of the organisation. Where there is a requirement to provide objective justification, the primary questions should always be "Is there a good reason for treating this employee less favourably?"

For example, where the cost to the organisation of offering a particular contractual benefit is disproportionate when compared to the benefit the employee would receive, this may objectively justify different treatment.

20. Objective justification may be a matter of degree. Consideration should be given to offering the fixed term employee certain benefits on a pro rata basis. Each case should be judged within the context and circumstances of the specific role.

### USE OF FIXED TERM CONTRACTS

21. Only where there are transparent, necessary or objective reasons for having a temporary post should a fixed term contract be used. The renewal or extension of a fixed term contract should also be objectively justified.

Necessary or objective reasons for using a fixed term contract could include:-

- The post requiring specialist expertise or recent experience, not already available.
  - To cover staff absence as appropriate (e.g. maternity leave, long term sickness or secondment)
22. It is important to ensure abuse of this policy does not arise from the use of successive fixed term contracts. If a fixed term employee has four or more years of continuous service, a renewal or new contract is deemed to be a permanent contract in an established post. The exception to this is when fixed term employment continues to be objectively justified, or has been lengthened under a collective or workforce agreement.

## FIXED TERM WORKERS

23. An employee whose contract is renewed as a fixed term contract, or re-engaged under a fixed term contract after a four year period, may submit a request in writing for a written statement from the Head of Human Resources confirming that he or she is now a permanent employee.

### WRITTEN STATEMENTS

24. If a fixed term employee believes that they have had any of the rights conferred by the regulations infringed, including the right not to be treated less favourably or the right to receive information about permanent vacancies, they may request a written statement giving particulars of the reasons for the treatment.

The fixed term employee is entitled to be provided with the statement within 21 days of receiving the written request.

***If you require any further guidance on this Policy please contact the Human Resources Function.***

**FIXED TERM WORKERS**

**REQUEST FOR FIXED-TERM EMPLOYEE**

For completion in accordance with the Fixed Term Workers Policy and the guidance notes overleaf. Having completed this form, please forward to the Human Resources Section.

**Post** .....

**Grade** .....  
(Where a supernumerary post, please attach a job description and person specification)

**Salary Range** .....

**Location** .....

**Justification for the recruitment of a fixed term employee**  
(Please refer to the Fixed Term Workers Policy and guidance)

.....  
.....  
.....  
.....  
.....  
.....  
.....

**Actual or anticipated duration of the fixed term contract<sup>1</sup>**

.....

**Do you anticipate that the fixed term employee will be afforded the terms and conditions of employment related to this post?<sup>2</sup>**

**YES**

**NO**

**If 'NO', which term(s) do you consider to be inappropriate, including all necessary justification for your reasoning.**

.....  
.....  
.....

**FIXED TERM WORKERS**

**Have Human Resources confirmed that there is a budgetary provision for the employment of a fixed term employee based on an assessment of the salary and duration?**

**YES**

**NO**

**If 'YES', name of Human Resources Officer** .....

**Date of confirmation** .....

**Request by** ..... **(Line Manager)**  
(Print name)

**Signature** .....

**Date** .....

**Authorised by** .....

**Date** .....

Guidance Notes

1. Actual duration may be known, e.g. where an event will occur at a specific time. Where the fixed term employee is covering an establishment vacancy, sickness, maternity leave etc, a reasonable estimate of the duration will suffice. In the case of covering for a specific project, usually associated with supernumerary appointments, all factors that impact on the duration of the employment should be disclosed.
2. In cases where the fixed term employee is covering for a permanent postholder, it is likely that the fixed term employee will be afforded comparable terms. In the case of a supernumerary appointment, consideration should be given to all factors including working hours, location, duties and responsibilities etc and all those terms and conditions afforded an existing comparable post.

In cases where to offer a specific term would be inappropriate, objective justification for doing so should be given in accordance with the Fixed Term Workers Policy.