

Fixed-term Contracts and Casual Working Policy and Procedure	
Date of Meeting:	4 November 2019
Purpose of Paper:	New policy and procedure addressing the use of fixed-term and casual working arrangements at Lancaster University
Intended Outcome:	Approval of policy
Paper Submitted by:	Matt Ireland, HR & Payroll Service Delivery Manager
Dependencies or other implications:	On approval, a through implementation plan will be required to review current arrangements, amend as necessary and ensure that the policy is complied with moving forward.
Confidential business:	No
Key contact(s):	Matt Ireland, HR & Payroll Service Delivery Manager, 01524 510644
Persons consulted to date:	Trade Union colleagues – UCU, Unite, Unison Colleagues from across a range of Departments, Finance, RSO, HR, ERS
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Fixed-term Contracts and Casual Working Policy and Procedure

1. Policy statement

- 1.1 It is recognised that the insecurity caused by using successive fixed-term contracts and successive/concurrent casual arrangements can be detrimental to individuals and Lancaster is committed to using indefinite contractual arrangements wherever possible and reducing the use of fixed-term and casual arrangements.
- 1.2 This will be achieved by ensuring that it is clear when it is appropriate to use fixed-term and casual contracts.
- 1.3 The following policy has been developed to provide fairness, clarity and consistency in the required approaches to contracts at the University.
- 1.4 The University will ensure that pay-rates for people on fixed-term and casual contracts are fair and in line with other University staff in comparable roles.
- 1.5 On the inception of the policy, a piece of work will be carried out over an initial 12 month period whereby all fixed-term and casual working arrangements are reviewed to assess suitability, moving onto alternative arrangements in accordance with the policy.

2. Principles

- 2.1 The University is committed to providing continuity and security of employment for staff, whenever possible, providing stability and reducing the stress caused by uncertain working arrangements.
- 2.2 The policy is designed to regulate the practice of the University in terms of when it is appropriate to utilise casual work or fixed-term contracts, ensuring that:
 - Such arrangements are only used in line with this policy.
 - Roles and responsibilities are clear.
 - Staff are treated fairly and consistently, with regards to:
 - Pay/benefits
 - Working arrangements
 - Support
 - The University is compliant with UK Visa and Immigration regulations.

3. Scope

- 3.1 This policy applies to all grades of staff employed by Lancaster University, at all locations.
- 3.2 This includes individuals employed through the Employment and Recruitment Service and engaged with Lancaster University Departments and Divisions.

4. Definitions

- Ad hoc – in relation to casual arrangements, used only when necessary or needed.
- Annualised hours contract – the contract specifies the total number of hours to be worked during the course of the year, to be worked as required.
- Casual arrangements – very short-term work where there is a regular work pattern (maximum 12 weeks); or situations where individuals work only when required, there is no regular pattern of work and there is no obligation between the parties to offer or accept work.

- Consultation and Communication Meeting (CCM) – a forum (held monthly) where Lancaster management and the trade unions can share information and concerns at the earliest opportunity
- Employment and Recruitment Service (ERS) – an internal service which provides staffing on casual arrangements to University departments and external organisations.
- Fixed-term contract – a contract with a defined, fixed end date.
- Indefinite contract – a contract with no end date (ie, a permanent contract).
- Joint Negotiating and Consultation Committee (JNCC) – the senior employee relations meeting (held termly) between Lancaster management and the recognised trade unions, sharing and consulting on significant University matters, as well as being a formal negotiating body
- Research Concordat – an agreement between funders and employers of research staff to improve the employment and support of researchers and research careers in UK higher education.
- Tier 4 visa – issued by the Home Office to individuals from outside the EEA, whereby they are sponsored by an HEI to study in the UK.

5. Roles and Responsibilities

5.1 Department or Division

- To effectively plan staffing requirements, ensuring that staffing requests are put through in line with the criteria of this policy.
- Support the overarching aim to reduce the usage of fixed-term and casual contracts.
- Provide opportunities to all staff, regardless of type of contract – for example, training, attendance at meetings and departmental/faculty committee representation.
- To communicate clearly with all individuals on fixed-term and casual arrangements regarding extension or ending of their contract – follow the Procedure for Ending Fixed-Term Contracts when required.

5.2 Human Resources

- Undertake an initial review of all fixed-term contracts, moving individuals onto indefinite contracts where appropriate.
- Provide advice to managers regarding the correct contract to put in place.
- Challenge as required, where requests for fixed-term or temporary staffing are not made in line with this policy.
- Notify Departments/Divisions when a fixed-term contract is 3 months from ending that action is required, as per the [Ending Fixed-term Contracts Procedure](#).
- Monitor the use of fixed-term and casual contracts, providing the necessary management information to review compliance with this policy.

5.3 Employment and Recruitment Service

- Ensure that no contracts are processed through the service that are not requested in line with this policy.
- Work closely with Departments/Divisions and HR to ensure that any arrangements that are for regular hours, exceeding 12 weeks are moved onto University contracts.

5.4 Trade Unions

- Review progress through the regular monitoring reports.

- Raise any concerns that the policy is not being adhered to with the relevant HR. Partner/Advisor for that business area or with the Employment and Recruitment Service.

5.5 Finance

- Assist in the annual planning process to ensure that posts are budgeted for, reducing the reliance on casual contracts.
- Give the necessary support to Departments/Divisions to transfer funding into the appropriate budget line.
- Support Departments/Divisions to explore opportunities to provide funding to bridge gaps in time-limited funding to enable retention of affected staff.

6. Fixed-term Contracts

6.1 Research Concordat Commitment

- 6.1.1 The following sections support the principles of the [Research Concordat](#) which are to support the career development of researchers and intends to retain, recognise and value researchers. The University commits to only advertising any research role as a fixed-term post where there is a recorded and justifiable reason (ie, in line with the criteria in 6.2.1).

6.2 Criteria for a fixed-term contract

- 6.2.1 Fixed-term contracts will only be used in the University for transparent, necessary and objective reasons.

Fixed-term contracts will only be used in the following, limited circumstances:

- The post is to provide cover for a temporary absence, such as maternity/adoption/paternity/shared parental leave, sickness absence, secondment, academic research and education leave.
- Recognised, time-limited training programmes (such as Apprenticeships, Graduate Teaching Assistants, Graduate Trainees, Knowledge Transfer Partnerships).
- Cover for unexpected, temporary, one-off peaks in demand where the contract will end when demand returns to normal levels, up to a maximum of 6 months in duration. It is not acceptable for this to be repeated year on year, as predictable increases in activity should utilise indefinite contractual arrangements.
- Where an individual requests to be placed onto, or remain on, a fixed-term contract

Where a post needs to be filled for a fixed period of time, advertising the post for secondment should always be considered in the first instance, to enable the development of existing employees, in which case there would be a variation to their contract for a fixed period of time.

Time-limited funding, in itself, will not be justification to place an individual on a fixed-term contract – any such request must meet one of the above criteria. In instances of time-limited funding, an indefinite contract shall be issued from the commencement of the contract, although the link to time-limited funding will be clearly identified to ensure that this is clear and transparent. The exception to this will be if the individual requests to be placed onto a fixed-term contract (for example, where required for a temporary, externally funded research fellowship).

6.3 Transfer of existing staff to indefinite contracts

- 6.3.1 It is recognised that using successive fixed-term contracts can cause considerable insecurity for people and therefore the University will avoid their use except in the circumstances outlined in 6.2.1.
- 6.3.2 For this reason, the default position will be to move staff onto an indefinite contract, rather than extending a fixed-term contract.
- 6.3.3 Any request to extend a fixed-term contract must continue to meet the criteria in section 6.2.1. Where this is the case, the reasons for not moving onto an indefinite contract will be provided to the individual in the letter confirming contract extension.
- 6.3.4 All staff currently employed on fixed-term contracts will be automatically moved onto indefinite contracts, unless they meet the criteria laid out in section 6.2.1.
- 6.3.5 Any fixed-term contract that reaches 2 years in duration will, by agreement of the employee, be converted into an indefinite contract unless objective justification can be provided for not doing so.

6.4 Graduate Teaching roles

- 6.4.1 These roles primarily assist in the delivery of teaching or teaching-related activity across the University and should be planned into the overall requirements of the department.
- 6.4.2 Departments should have transparent processes in place to ensure that recruitment to graduate teaching roles is fair and equitable, with consistent and appropriate training/supervision given to enable the individual to undertake the role and develop.
- 6.4.3 Individuals in graduate teaching roles should be paid at rates published on the HR intranet pages, ensuring consistency across all faculties.
- 6.4.4 Graduate teaching roles shall be placed on contracts with defined hours over its duration, to balance the certainty of hours for the individual with the flexibility needed. The hours agreed at the outset should be a reasonable reflection of the time that is required to perform the duties, including:
- Delivery
 - Preparation (including attending lectures to understand the content and enable preparation)
 - Meetings
 - Marking/assessment
 - Training and Development

If the hours outlined in the contract are exceeded, additional hours payments will be made.

- 6.4.5 The exception to this will be where an individual is required to undertake an agreed number of hours as part of funded studentships, whereby undertaking work within a Department is a condition of the award.

6.5 Apprenticeships

- 6.5.1 Only newly appointed apprentices will be placed onto fixed-term contracts. Existing employees who begin a qualification via an apprenticeship will sign an additional Apprenticeship Agreement, alongside their existing Lancaster University contract.

- 6.5.2 A Commitment Statement will be signed by the apprentice, the line manager and the provider to confirm the agreed support for the duration for the apprenticeship.

6.6 Graduate Trainees (Ambitious Futures)

- 6.6.1 A fixed-term contract will be offered for the duration of the graduate trainee programme (18 months).
- 6.6.2 The trainee will be provided with three placements and the necessary support to gain a thorough grounding in a professional service career in the HE sector.

6.7 Knowledge Transfer Partnerships

- 6.7.1 A recently qualified graduate or postgraduate will be recruited for the duration of a project (12 – 36 months) and the contract length will reflect this duration.
- 6.7.2 Support will be provided from Research and Enterprise Services for all stages of recruitment and throughout the term of the live project.

6.8 Ending a Fixed-term Contract

- 6.8.1 The University recognises that the ending of a fixed-term contract is a dismissal in law and may constitute a redundancy.
- 6.8.2 For fixed-term contracts approaching their end date, Departments/Divisions must refer to the [Procedure for Ending Fixed-Term Contracts](#) – it is recommended to do this 3 months prior to the date that the contract is due to expire.

7. Casual Engagements

7.1 Criteria for the use of casual engagements

- 7.1.1 Casual arrangements will only be used in the following circumstances:
- very short-term work where there is a regular work pattern (maximum 12 weeks);
 - situations where individuals work only when necessary or needed (ad hoc) and no regular pattern of work and there is no obligation between the parties to offer or accept work.

7.2 Contractual arrangements

- 7.2.1 All workers on a casual engagement which involves an agreed number of hours will receive a clear statement, prior to commencing the work, outlining:
- Start date and end date of the engagement
 - Rate of pay
 - Pension details
 - Guarantee of the minimum number of hours to be worked (either weekly or for the duration of the work)
 - Overview of the duties to be undertaken
 - Line manager

Where the role is ad hoc, an overarching agreement will be provided outlining the above points, with the exception of a guarantee of hours to be worked.

- 7.2.2 The worker is required to formally agree to the work offered, presenting the necessary right to work documents as outlined in 8.1.

7.3 Pay arrangements

- 7.3.1 Short-term academic roles with regularised hours will be paid via the University payroll in monthly instalments.
- 7.3.2 For ad hoc academic arrangements and ERS arrangements, where timesheets are submitted, these will be paid monthly, in arrears, provided that the timesheets are received in accordance with payroll deadlines.
- 7.3.3 The majority of casual roles will be paid at agreed rates of pay, as outlined on the HR intranet pages, for the duties being worked.
- 7.3.4 If the agreed rates of pay are not suitable for a role, a rate will be negotiated with the individual. It is expected that this would be for one-off lectures with external contributors (which may require a higher, bespoke rate of pay).
- 7.3.5 Where an equivalent role does not exist, a manager should research similar roles to ensure an individual receives a fair rate of pay. Assistance will be available from the HR or ERS Team, if required.

7.4 Cancellation of Work

- 7.4.1 In instances where a number of hours has been agreed at the start of the arrangement, the individual will be paid for the hours and it will be up to the department to re-arrange the hours, in discussion with the individual.
- 7.4.2 If the worker agrees, ad hoc work can be re-arranged, otherwise the worker will still be paid if:
- Ad hoc work is cancelled by the Department/Division with less than 48 hours' notice
 - A cancellation is not communicated to the worker

8. UK Visa & Immigration Compliance

- 8.1 All individuals employed/engaged by the University are required to demonstrate right to work, prior to any work taking place, in accordance with the Immigration, Asylum and Nationality Act 2006 and University policy on Prevention of Illegal Working.
- 8.2 There are several points which need to be understood for students on a Tier 4 visa:
- Restrictions apply as to the number of hours that they can work – this is 20 hours per week, during term-time for undergraduate students (measured each week, this cannot be averaged over a period of time).
 - The 20 hours limit applies to post-graduate students all year.
 - The University has a duty to ensure that students are not in breach of their visa in terms of hours worked and to report instances where it is believed that a breach has occurred.
 - Departments/divisions are required to ask, when contracting a student with a tier 4 visa, whether they are working elsewhere, or have other contracts within the University, reminding them of the need to stay within the 20 hour limit.
 - Monitoring of hours worked by students on a tier 4 visa is undertaken by Human Resources and the Employment & Recruitment Service.

9. Continuous Service

- 9.1 Work at the University, including working through ERS, may count towards continuous service, depending on the pattern of the work undertaken.
- 9.2 Where an individual works a regular pattern, regardless of the number of hours being worked, it will be counted as continuous service.
- 9.3 Ad hoc work, where there is no clear pattern of work, will not normally count towards continuous service.
- 9.4 A break in service will occur when there has been a break between contracts of at least two consecutive weeks.
- 9.5 Exceptions to 9.4 are where:
- There has been a temporary cessation of work (eg, no work available over a vacation period).
 - A further role has already been agreed to commence at a later date.
 - Funding is re-established and an individual is re-engaged.

In such cases a gap between contracts will not constitute a break in continuous service.

- 9.6 It is unacceptable to engineer a break in order to prevent an individual building up continuous service. Any such break would be disregarded and continuity of service maintained.
- 9.7 If a staff member or manager has a query about continuous service, advice can be sought from their HR Partner/Advisor.

10. Disputes

- 10.1 Any issues relating to this policy should be raised with the relevant department in the first instance.
- 10.2 Should informal resolution not be reached, a formal grievance can be considered.
- 10.3 Where an individual is a member of a recognised trade union, support can be sought directly with a representative.

11. Monitoring

- 11.1 To ensure that the policy has had the desired effect, in reducing the use of fixed-term and casual arrangements, the following monitoring will take place:
- For the first 12 months of the operation of this policy, a progress report will be presented bi-monthly to the Communication and Consultation Meeting (CCM).
 - A report will be presented at Joint Negotiation and Consultation Committee (JNCC) 6 months and 12 months after the implementation of the policy and every 12 months beyond this, until such a time as this is deemed unnecessary.
 - Qualitative feedback via trade union engagement and surveys of individuals working on fixed-term or casual working arrangements.