

- 3.2 The reason for the fixed-term nature of the contract must be stated in the FTC. In cases of doubt as to whether to fill a post on a fixed-term or permanent basis, advice should be sought from an HR Adviser.
- 3.3 A fixed-term contract cannot be used to 'test out' somebody in what is actually a permanent post, or to shortcut the recruitment process.
- 3.4 When authorising the appointment of a member of staff on a FTC, Heads of School are responsible for ensuring that funds are available to pay for any redundancy payment that may arise on the expiry of the contract.

4. Summary of legislation relating to fixed-term staff

- 4.1 The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations (2002) provide for:
- the prevention of less favourable treatment of a fixed-term member of staff when compared with a comparable permanent member of staff;
 - a four year limit on the use of successive FTCs;
 - the notion of objective justification in relation to either less favourable treatment or an extension of the four year limit;
 - an obligation to inform staff on FTCs of any permanent vacancies;

post indefinite. In such circumstances, the postholder would normally be transferred to an indefinite contract, unless a different course of action can be objectively justified.

- 8.2 Where an individual has four or more years' continuous service with the University and has been employed on two or more successive fixed term contracts for a continuous period of four years they may write to the University to claim indefinite status. The University must respond within 21 days and, if not prepared to grant indefinite status, must give reasons why the employment remains fixed term. The individual can challenge the explanation at an Employment Tribunal.

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