

Fixed Term Employees Procedure

Enabling Policy Statement; Executive Owner; Approval Route:	Our Colleagues – Chief Operating Officer – Operations Committee
Is the Procedure for internal use only (Non- disclosable) ?	Disclosable
Associated Policy Statements:	N/A
Authorised Owner:	Director of Human Resources
Authorised Co-ordinator:	Associate Director (People Services)
Effective date:	08 July 2025
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Sub documentation:	N/A

Approval History

Version	Reason for review	Approval Route	Date
1.0	Migration to POPP	Operations Committee (Chair's Action)	08 July 2025

1. Purpose

- 1.1. The University is committed to ensuring continuity of employment for its staff and to use fixed-term or temporary contracts only for transparent and objective reasons where there is a genuine fixed-term need. The University is committed to a comprehensive procedure of equal opportunities in employment, in which individuals are selected, trained, appraised, promoted, and otherwise treated on the basis of their relevant merits and abilities, and are given equality of opportunity.
- 1.2. The University is committed to the general duty of preventing less favourable treatment for fixed term employees and will not take any action that is contrary to the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002. (The Regulations) The legislation and related guidance can be found at:
<http://www.legislation.gov.uk/ukxi/2002/2034/contents/made>

2. Scope and Exceptions to the Procedure

- 2.1. This procedure will apply to all fixed-term employees at the University of Surrey and its subsidiaries, unless the subsidiary has its own internal procedure. It does not cover temporary workers, who do not have a contract of employment with the University. This procedure does not form part of any employee's contract of employment. To the extent that this procedure does not incorporate legislative requirements, it may be amended from time to time with appropriate consultation with recognised trade union representatives.
- 2.2. The aim of this procedure is to:
- Explain the relevant legislation
 - Provide an overview of how fixed-term contracts will be managed within the University.
 - Provide for the transfer of fixed-term staff to permanent contracts.
 - Identify specific issues in relation to research staff and hourly-paid Associate Staff.
 - Specify the action required at the termination of a fixed-term contract.
- 2.3. The Fixed Term Employee Regulations define a fixed term employee as a person who holds a contract of employment which will terminate:
- On the expiry of a specific term.
 - On the completion of a particular task.
 - On the occurrence or non-occurrence of a specific event.
- 2.4. The regulations prevent fixed-term employees being treated less favourably than currently employed comparable employees on a permanent contract, unless there is objective justification.

3. Definitions and Terminology

- 3.1. **Fixed-term** – a fixed-term contract is one that ends on a specified date or on the occurrence of a specific event or the completion of a task.
- 3.2. **The agreed contract end date** – the date specified in the fixed-term contract based on the expiry of a fixed term, on the occurrence or non-occurrence of a specified event, or on the completion of a particular task.
- 3.3. **Temporary** – employment for which there is no expectation of permanence but where the termination date or the event on which the employment will terminate is not specified (i.e.

where it is not a fixed-term contract) e.g. Unitemps, agency.

3.4. Permanent – staff with no contract end date (and staff with over 4 years' service where there is no justification for the individual to remain as fixed-term).

3.5. Objective justification - Less favourable treatment will be justified on objective grounds if it can be shown that the less favourable treatment:

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

4. Procedural Principles

4.1. Management of fixed-term contracts

The University will:

- Maintain a written statement regarding its fixed-term employees' procedure.
- Assess the impact of its procedures on fixed-term employees.
- Ensure fixed-term contracts are used only when there is an objective justification.
- Ensure all benefits open to permanent employees are available to staff on fixed-term contracts. Such benefits may be pro-rated according to the length of contract.
- Ensure that fixed-term staff have the opportunity to apply for vacancies in the same way as other staff.
- Provide appropriate opportunities to enhance skills and career development.
- Provide, on request, a written statement within 21 days explaining a) any differences in employment arrangements from those of comparable permanent staff or b) after four years continuous service and a renewal of contract, whether the contract is permanent, or if not the objective reasons for continuing the fixed-term contract.
- Ensure that any non-extension of a fixed-term contract complies with relevant legislation.

4.2. Criteria for the use of fixed term contracts

- 4.2.1 The requirements of University or local rules or regulations can vary in certain Faculties or Administrative/Service Departments due to the nature of their work/funding protocols. It is therefore not possible to be totally prescriptive about the criteria for allowing the use of fixed-term contracts. A list of examples of circumstances in which the University may consider the use of fixed-term contracts can be found at Appendix A.
- 4.2.2 A fixed-term contract cannot be used to 'test' out an employee in what is actually a permanent post. Performance and quality issues will be dealt with in accordance with the University's procedures on such issues.
- 4.2.3 Where posts are funded by recurrent and sustained overheads from Research Council funding the use of a fixed-term contract may not be justified on the basis of funding.
- 4.2.4 Fixed-term contracts will only be used when there are transparent and objective reasons showing that there is a genuine fixed-term need. Decision on the use of fixed-term contracts should involve HR to ensure that they are in line with University procedure and in accordance with the Regulations.

4.3. Extension of fixed-term contracts / Transfer to permanent contracts

4.3.1 Where an employee on a fixed-term contract reaches four years' continuous service with the University and has had at least one contract extension or has been issued with a new fixed term contract which is different to the previous fixed term contract, their contract will become permanent. This provision does not apply to a single ongoing fixed term contract of any duration. This change to permanency would be effective on the later of the following dates:

- The date on which the fixed-term contract was entered into or last renewed or
- The date on which the employee acquired four years' continuous employment.

The University will transfer the employee to a permanent contract and will write to confirm this to the employee within 21 days of the effective date outlined above.

4.3.2 In accordance with this procedure, where a contract has remained fixed-term after the 4-year anniversary, it will be subject for consideration of permanency at the next extension period, or new fixed-term contract, when the above process will be repeated.

4.3.3 An employee who believes that they are a permanent employee in accordance with the criteria above, can write to their line manager, copied to HR Operations requesting a written statement that their contract is no longer fixed-term. The University will provide within 21 days a written statement confirming that the employee is no longer on a fixed term contract or a statement giving the objective justification reasons why it remains fixed-term.

4.3.4 All decisions relating to the continuation of a fixed-term contract or the transfer to a permanent contract should be made in consultation with the relevant HR representative and in accordance with the University's Equality, Diversity and Inclusion procedures.

4.3.5 The member of staff will have the right to appeal this decision by writing to the Director of HR within 10 days of receiving confirmation of the decision, stating the grounds of their appeal. The Director of HR, or their delegate, will arrange a meeting of the Appeals Committee at the earliest convenient date. This should normally be within one month after the matter has been formally raised with the Director of HR.

4.3.6 The Director of HR, or nominated deputy, will establish the Appeals Committee which should comprise:

- As Chair, a senior manager independent from the case;
- One other senior manager independent from the case.
- An HR advisor.

Senior managers are defined as staff at Grade 6 level or above.

4.3.7 The individual raising the appeal will be informed of the composition of the Appeal Committee. Should they have any concerns these should be raised with the Director of HR who will consider the employees' concerns and may reconstitute a panel.

4.3.8 HR Advisors on behalf of the Appeals Committee will invite the employee in writing to attend an appeal meeting, informing the employee of the entitlement to be

accompanied by a workplace colleague or trade union representative.

4.3.9 The decision of the Appeals Committee shall be final.

4.4 Particular groups of staff

Research staff

- 4.4.1 The University recognises that due to the nature of much of the funding, the use of fixed-term contracts within research is widespread. Research staff will only be placed on a fixed-term contract if the use of such a contract is in accordance with section 4.2.
- 4.4.2 The University recognises that additional funding provided for research through full economic costing (assuming this is provided in full by the project sponsor) should allow for investment in the research staffing infrastructure including investment that will allow continuity of employment between externally funded research projects. In this way the University will aim to retain high quality, experienced staff and employees will have the opportunity to maintain their continuity of employment.
- 4.4.3 The University also re-iterates its commitment to the active management of research careers and the concordat for the career management of contract research staff.
- 4.4.4 Should the funding / need for a member of staff on a permanent contract cease at some stage, then appropriate University procedures will be followed, e.g. Management of Organisational Change.

Associate / hourly paid staff

- 4.4.5 The University also recognises that hourly-paid associate staff form a distinctive group particularly affected by the use of fixed-term contracts. The University will transfer these staff to permanent contracts where appropriate in accordance with section 4.3 of this procedure
- 4.4.6 It is noted that these staff will continue to have varying hours on an annual basis and therefore provision will be built into the annual process to facilitate this flexibility.

4.5 Non-renewal of a fixed-term contract

- 4.5.1 If the work ends after 2 years' service, the employee may be entitled to a statutory redundancy payment and will be entitled to the same statutory redundancy rights as a permanent employee. The University recognises that the ending of a fixed-term contract is a dismissal in law. For a dismissal to be fair, it must be for one of the fair reasons outlined in s.98 of the Employment Rights Act 1996, for example, capability, conduct, redundancy etc. If the work ends before the agreed contract end date, then the University should give the appropriate notice period.
- 4.5.2 The University is not required to give notice of non-renewal for fixed-term contracts, as these contracts automatically expire on the agreed end date.
- 4.5.3 From 6 April 2013, the Trade Union and Labour Relations (Consolidation) Act 1992 was amended to provide that fixed-term contracts that have reached their agreed termination point are excluded from collective redundancy consultation obligations.

However, redundancies resulting from the end of a fixed-term contract during its course are not excluded and do count for collective redundancy consultation purposes.

4.6 Procedure for Termination of Fixed-Term Contracts

- 4.6.1 The Acas Code of Practice on Disciplinary and Grievance Procedures does not apply to dismissals that result from the non-renewal of fixed-term contracts on their expiry. However, the University will act fairly and reasonably when dismissing a fixed-term employee.

4.7 Termination Prior to Expiry Date

The University will undertake the following procedure:

- Up to four months before the expiry date, consultation should take place with the post holder giving the business reason for non-renewal of fixed-term contract and discuss the prospects of any alternative options, including redeployment, if appropriate. The employee will be offered a meeting to discuss this with their line manager and HR, which is not mandatory. In the event employee wishes to take up the consultation the employee may be accompanied by a recognised Campus Trade Union representative or a workplace colleague for this meeting or any other formal meeting regarding their contract.
- Where the University is still unable to renew the contract, the employee will be formally notified of this, again provided with the business reason in writing for the non-renewal and provided with the right to appeal against the dismissal. Details of the appeal process are outlined in section 4.3.5.

5 Governance Requirements

5.1 Implementation: Communication Plan

The procedure was embedded when first published and is available on SurreyNet (HR Procedures Page) for all staff to access.

5.2 Implementation: Training Plan

The procedure was embedded when first published. Further support will be provided to colleagues implementing the procedure when required.

5.3 Review

This procedure will be reviewed every 3 years or sooner if required by a change in legislation or practice.

5.4 Legislative Context and Higher Education Sector Guidance or Requirements

- 5.4.1 Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

5.5 Sustainability

This procedure supports the SDG 8 – Decent work and economic growth.

The Fixed Term Contract procedure aligns with SDG 8 by promoting fair employment practices, ensuring equitable job opportunities, and providing workers with clear terms that support economic growth and decent work conditions.

6 Stakeholder Engagement and Equality Impact Assessment

6.1 An Equality Impact Assessment was completed on 15 February 2025 and is held by the Authorised Co-ordinator.

6.2 Stakeholder Consultation was completed, as follows:

Stakeholder	Nature of Engagement	Request EB Approval (Y/N)	Date	Name of Contact
Governance	Version 1.0	N	14/04/25	Kelley Padley, Governance Officer
H&S	Version 1.0	N	08/04/25	Matt Purcell, Director of Health and Safety
Sustainability	Version 1.0	N	21/03/25	Martin Wiles, Head of Sustainability
Academic Freedom of Speech	Version 1.0	N	16/04/25	Abi Bradbeer

Appendix A

Examples of use of fixed-term contracts (please note this list is not exhaustive):

- The post requires specialist expertise or recent experience, or input from specialist practitioners that is not already available within the institution.
- To cover staff absence as appropriate, such as maternity and adoptive leave, long-term sickness, sabbatical leave etc.
- The contract is to provide cover for secondments, training or career development opportunities.
- Where the student or other business demand can be clearly demonstrated as particularly uncertain, over and above that of generally accepted fluctuations over time.
- Where the post is funded by a temporary funding source* for which a date has been identified when, with some degree of certainty, it is believed that the funding will cease.
- Where a new contract/extension of contract is for a short period of six months or less.
- Where the nature and character of the post provides compelling, specified reasons for rotating appointments from time to time.

* Temporary funding for the purpose of applying these guidelines includes bridging funding, the continuation of funding from bodies such as the Research Councils, KTPs, Marie Curie arrangements, time-limited earmarked funding, fellowships and endowments (except where renewal of the same post-holder is proposed and the renewal means that continuous service exceeds four years). In order to qualify as temporary funding a confirmed end date must be contractually identified.