



ABERDEEN CITY COUNCIL

# **USE OF TEMPORARY CONTRACTS FOR TEACHING STAFF**

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## 1. INTRODUCTION

- 1.1 The National Agreement “A Teaching Profession for the 21<sup>st</sup> Century” made a commitment to establish a national Code of Practice on the use of temporary contracts. This Code of Practice, which was agreed in March 2004, enables Local Negotiating Committees to replace paragraph 8.5 of the Teachers’ Conditions of Service with a locally negotiated agreement based on the Code of Practice.
- 1.2 The Code takes into account the Employment Rights Act 1996, as amended by the Employment Relations Act 1999 and the Employment Act 2002, as well as Part Time Workers (Prevention of Less Favourable Treatment) and the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
- 1.3 The arrangements for short term supply and fixed term temporary engagements take into account the SNCT Code of Practice on Short Term Supply (see appendix 1)

## 2. PURPOSE

The purpose of this local agreement is:

- To establish good practice in the use of temporary contracts for teachers within Aberdeen City Council
- To ensure that teachers on temporary contracts are not treated less favourably than teachers on permanent contracts
- To enable the Council to manage teaching staffing requirements in a co-ordinated and structured way which is responsive to changes in service need
- Wherever possible, to provide teachers with access to secure employment opportunities
- To establish the circumstances under which transfer from temporary to permanent status will be considered
- To define the appropriate use of fixed term contracts and supply teachers

## 3. DEFINITION AND DEPLOYMENT OF FIXED TERM CONTRACTS AND SUPPLY TEACHERS

### 3.1 FIXED TERM CONTRACTS

Where any post is recognised as being required for more than 3 months, normal recruitment processes should be applied.

Fixed term contracts will be issued to cover the following circumstances:

- Maternity leave
- Parental leave
- Adoption leave
- Career break
- Long term sickness absence
- Secondment
- Sabbaticals
- Staffing from time limited funding
- Cover for Trade Union facility time

In such circumstances a fixed term temporary contract will be issued specifying entitlement to pay and detailing the expected duration, reason for the appointment and notice period. The expected duration will be set out as termination of the reason for the fixed term contract (e.g. return of employee from family leave, career break, secondment, acting up, sickness absence or staffing from time limited funding coming to an end).

Notice periods will be in line with SNCT Handbook para 9.23 through to 9.27.

### SNCT Periods of Notice

#### 3.1.1 FIXED TERM TEMPORARY

In circumstances where cover is required in a school, and it is known from the outset that the engagement will last for more than 2 days a fixed term temporary contract will be issued.

Fixed term temporary contracts will also be issued where a short term supply engagement extends beyond 2 days.

- The maximum weekly hours will be 35, of which a maximum of 22.5 will be class contact, dependent on the provisions of the school's collegiate agreement on Working Hours, Working Week
- The teacher will be expected to undertake the full duties of a teacher as detailed within paragraph 2.3 of the SNCT Handbook.
- A pro forma will be made available to schools to be completed for all fixed term temporary engagements. Once signed, this should be emailed to [AskHR@aberdeencity.gov.uk](mailto:AskHR@aberdeencity.gov.uk) for the attention of the relief team. This document will give the same employment rights as a fixed term contract. (see appendix 2)
- For all engagements extending beyond 1 month, a fixed term contract will also be issued.
- For engagements of up to 6 months, teachers should continue to claim payment by completing the S56A monthly timesheet

#### 3.2 SHORT TERM SUPPLY

On occasion, there will be a requirement to provide cover for one or two days. On such occasions, the Council will offer short term supply engagements to teachers on the supply bank. There is no obligation on the Council to provide work to teachers on the supply bank, nor is there any obligation on such teachers to accept work if offered.

Examples of instances in which short term supply engagements may arise include, but are not limited to:

- in service training/staff development/working groups
- short term special leave, for example, bereavement leave, jury duty
- short term sickness absence
- trade union duties arranged on an ad-hoc basis
- SQA duties
- public duties

Should a period of work which was initially identified as short term extend beyond 2 days, a fixed term contract will be issued. The entire period will be counted for the purposes of transfer to permanent employment status.

The following terms of engagement apply to short term supply:

- As detailed in the SNCT Pay and Conditions Agreement, the maximum daily class contact time for short term supply (ie 1 or 2 days) will be equivalent to the pupil day..
- At the time of offer the teacher will be informed of the number of hours of class contact.
- In cases where the teacher teaches for the full pupil day without a period of non contact time, he/she will be entitled to uplift of 10% of the class contact hours in respect of non contact time.
- A pro-forma will be made available to schools to be completed for all short term supply engagements. Once signed, this should be emailed to [AskHR@aberdeencity.gov.uk](mailto:AskHR@aberdeencity.gov.uk) for the attention of the relief team (see appendix 3)

### 3.3 RECRUITMENT

All teachers recruited to undertake work on a fixed term or a supply basis will be appointed in accordance with Aberdeen City Council's Recruitment and Selection Procedure.

## 4 Transfer to Permanent Status

### 4.1 COMPETITIVE INTERVIEW

It is open to temporary teachers to apply for teaching posts advertised by the Council. Such posts will be filled in accordance with agreed recruitment and selection procedures.

### 4.2 CONTINUOUS/SUCCESSIVE FIXED TERM CONTRACTS

A temporary teacher may apply for a transfer to the permanent staff, and the application shall not normally be refused, where the teacher has given satisfactory continuous service for a period of two years or two school sessions.

Where a temporary teacher has satisfactorily held a series of fixed term contracts which have not been continuous, but where the duration of contracts totals 24 months or more over a period not exceeding 3 calendar years, they can make application for transfer to permanent status. Such a transfer will not normally be refused.

Continuous service is deemed to be service which has not been broken by a period of at least one complete calendar week.

In transferring a temporary teacher to the permanent staff the Council will endeavour to place that teacher in a vacancy within his/her preferred school, but this cannot be guaranteed. It should be noted that the order of precedence in the placement of teaching staff within schools will be compulsory transferees, temporary teachers who have made application for transfer to permanent status, then probationers.

### 4.3 APPLICATION FOR PERMANENCY

A temporary teacher who will meet the service criteria by the end of the academic session, and who wishes to apply for permanency under this procedure, MUST have made an application by 31<sup>st</sup> March. This application should be made on the pro forma attached at appendix 1 and should be supported by the Head Teacher. Where permanency is granted, this will take effect from the start of the next academic session.

Existing part time permanent staff should also use the pro forma at appendix 1 to apply for additional temporary service to be made permanent e.g. a teacher on a permanent 0.5 contract who has been doing temporary work which meets the service criteria.

A circular advising of the application for permanency process will be sent to schools by the end of February each year.

## **5 Review of the Procedure**

The Human Resources Section will review this procedure every 3 years. It will, nevertheless, be subject to continual review and amendment in light of experience of its operation, employment best practice and statutory requirements. Changes will only be made following normal consultation arrangements.

## Appendix 1

### **Part 2: Appendix 2.8 A - Code of Practice on Short Term Supply**

#### **Scottish Negotiating Committee for Teachers**

##### **Code of Practice on the Engagement of Short Term Supply Teachers**

Short term supply teaching is defined as a period of cover teaching for 2 days or fewer. This Code of Practice sets out the basis of engagement of short term supply teachers. Supply teaching is where teachers may be offered work on a short term temporary basis, generally with little notice. Short term supply teachers will fulfil the duties set out in the SNCT Handbook (Part 2, Section 2, paragraph 2.2).

#### **(1) Terms of Engagement of Short Term Supply Teachers**

The arrangements for engaging short term supply teachers should be as follows:

- a. In every short term supply engagement there can be no mutuality of obligation; there is no duty to offer work and no requirement to accept work. Engagement should be on a daily basis.
- b. The reasons for each engagement should be made explicit.
- c. Where it is known at the outset that the requirement for cover is likely to extend beyond 2 days a fixed term temporary contract (in accordance with the SNCT Code of Practice on the Use of Fixed Term Temporary Contracts) and any relevant LNCT Agreements should be issued.
- d. The deployment of a short term supply teacher may occur in a number of circumstances when cover is required for absences including:
  - in service training/staff development/working groups
  - short term special leave, for example, bereavement leave, jury duty
  - short term sickness absence
  - trade union duties arranged on an ad-hoc basis
  - SQA duties
  - public duties

#### **(2) The Role of Headteachers**

The Headteacher has a crucial role in ensuring the Code of Practice operates smoothly and in maintaining, as far practicable, the continuity



of education provision. The Headteacher shall ensure that, within the constraints of the SNCT Pay and Conditions Agreement, the circumstances in which pupils are taught by different short term supply teachers should be limited and should not exceed 2 days regardless of individual engagement of supply teachers during any absence.

The Headteacher shall:

- a. state the specific arrangement orally as set out in Section 1 above and ensure the arrangements are confirmed in writing at the outset of any engagement, including the hours to be worked.
- b. take responsibility for arranging the daily renewal of engagements of up to 2 days.
- c. ensure that the duties of short term supply teachers do not extend beyond the duties set out in the SNCT Handbook (Part 2 Section 2, Paragraph 2.2). Headteachers may, however, require short term supply teachers to cover classes during the class contact time of the school. During a short term engagement Headteachers may deploy the supply teacher for full pupil contact hours but this deployment should be clear to the supply teacher at the outset of the engagement. Authorisation should be sought from the Council for payment in accordance with the provision of the SNCT Handbook in circumstances where a short term supply teacher is asked to take on the full range of duties of a teacher before the engagement extends beyond 2 days.
- d. ensure that where there is a pattern of recurrent work a fixed term contract is issued.
- e. ensure that in circumstances where a part time teacher provides absence cover for a class or classes they normally teach, that teacher will be expected to maintain the full range of duties of a teacher and be paid accordingly. However a part time teacher who provides absence cover for a class or classes they do not normally teach should be deployed in accordance with the provisions of the SNCT handbook set out in Section 4 below for the first 2 days of that engagement as per the SNCT Pay and Conditions Agreement.
- f. When a short term engagement extends to long term contract it will be important to manage non class contact time appropriately. The reduction of non-class contact operates on a weekly basis. Where a long term engagement commences during a week, the pay provisions commence immediately. The non-class contact time for the remainder of the week should be pro-rated for that week but should disregard the hours worked when the short term supply engagement was being undertaken.

### **(3) The Role of the Council**

The Council has prime responsibility in ensuring short term supply is managed efficiently and properly and shall:

- a. issue clear guidelines on supply teaching when placing teachers on supply lists. In particular, those on supply lists should be provided with the Code of Practice on the Engagement of Short term Supply Teachers and the Code of Practice on the Use of Fixed Term Temporary Contracts and, where applicable, relevant LNCT agreements.
- b. ensure that engagements are confirmed in writing signed by the supply teacher and Headteacher or nominated manager.
- c. ensure clear mechanisms for recording deployment as short term supply and deployment on fixed term contracts.
- d. support these by clear pay mechanisms, including mechanisms for the 10% pay uplift to cover preparation and correction time
- e. ensure that service as a short term supply teacher counts in full for pay increments, as set out in the SNCT Handbook, Part 2, Section 1 paragraphs 1.11 to 1.26.

### **(4) SNCT Handbook**

The SNCT Handbook sets out the provisions for short term supply teachers as follows:

- a. Pay – SNCT Handbook, Part 2, Paragraphs 1.5 to 1.7.
- b. Duties – SNCT Handbook, Part 2, Paragraph 2.2.
- c. Working Year, Working Week – SNCT Handbook, Section 3, paragraphs 3.2 and 3.3.

Appendix 2

Aberdeen City Council

Fixed term Temporary Engagement

**Name**.....

**School**.....

This document confirms your engagement on a fixed term temporary basis at the above named school.

The engagement will commence on <<START DATE>> and will cease on <<END DATE>> **or** <<EVENT>>. *Delete as appropriate*

Your hours of work will not exceed 35 hours per week (7 hours per day). You will be provided with timesheets (S56A) on which to claim the hours worked.

You will be paid at your current incremental point on the SNCT Salary Scale (Point 0 if not fully registered with GTCS). The daily rate will be 1/235 of the annual rate of salary (pro rata for part time teachers). For up to date salary scales please refer to the SNCT Handbook, Part 2, Section 1, [http://www.snct.org.uk/wiki/index.php?title=Appendix\\_2.1](http://www.snct.org.uk/wiki/index.php?title=Appendix_2.1)

Your duties will be as detailed in the SNCT Handbook, Part 2, Section 2, [http://www.snct.org.uk/wiki/index.php?title=Part\\_2\\_Section\\_2](http://www.snct.org.uk/wiki/index.php?title=Part_2_Section_2)

At the end of the engagement a calculation will be undertaken in relation to the annual leave you have accrued and appropriate payment will be made.

**Signed (teacher)**..... **Date**.....

**Signed (School)**..... **Date**.....

Appendix 3

Aberdeen City Council

Short Term Supply Engagement

**Name**.....

**School**.....

This document confirms your engagement on a short term supply basis at the above named school.

The period of engagement will commence on <<DATE>> and will continue for a period of <<DAYS>> days. **(not to exceed 2 days)**.

Your maximum daily class contact time will be equivalent to the pupil day. If you teach for the full pupil day without non contact time being given, you will be entitled to a 10% pay uplift to cover preparation and correction time.

Your duties will be as detailed in the SNCT Handbook, Part 2, Section 2. [http://www.snct.org.uk/wiki/index.php?title=Part\\_2\\_Section\\_2](http://www.snct.org.uk/wiki/index.php?title=Part_2_Section_2)

You will be provided with a timesheet (Form S56) on which to claim hours worked.

**Signed (Teacher)**..... **Date**.....

**Signed (School)**..... **Date**.....

Appendix 4

**APPLICATION FOR TRANSFER FROM TEMPORARY TO PERMANENT  
STAFF**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PAYROLL NUMBER \_\_\_\_\_

SCHOOL \_\_\_\_\_

DETAILS OF \_\_\_\_\_

QUALIFYING SERVICE \_\_\_\_\_  
(Dates and FTE)

\_\_\_\_\_

\_\_\_\_\_

**HEAD TEACHER SUPPORTING STATEMENT**

NAME OF HEAD TEACHER \_\_\_\_\_

SCHOOL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

This form should be completed in full and returned to the Service Manager no later than 31<sup>st</sup> March