ARGYLL AND BUTE COUNCIL
COMMUNITY SERVICES: EDUCATION
LOCAL NEGOTIATING COMMITTEE FOR TEACHERS 11th SEPTEMBER 2026

POLICY ON THE USE OF TEMPORARY CONTRACTS FOR TEACHERS

1. INTRODUCTION

1.1 The aim of this Policy is to establish good practice on the use of temporary contracts.

1.2 Argyll & Bute Council recognises the important contribution made by temporary teachers. It is essential that teachers on fixed-term temporary contracts are treated in the same way as permanent staff and given access to appropriate induction, training and support.

1.3 This policy reflects current employment law, including the Employment Rights Act 2025, the Fixed-Term Employees Regulations 2002 and the Equality Act 2010. It also takes account of recent case law confirming the need for fair treatment and clear justification when using temporary contracts in schools. The Council will ensure that decisions comply with our legal responsibilities and good practice.

2. PURPOSE

2.1 The purpose of this LNCT Agreement is to enhance the principles of a professional service by providing a framework within which Argyll and Bute Council will manage their staffing requirements in a coordinated and structured way. This must be responsive to service needs whilst at the same time providing teachers with access to secure employment opportunities, wherever possible.

2.2 This LNCT Agreement aims to ensure that employees on temporary contracts are not treated less favorably than permanent employees.

2.3 It is recognised that there will be teachers who may be employed on fixed-term temporary contracts for significant periods of time. In such cases the letter of appointment must make it clear the expected length of appointment.

2.4 It is recognised that there will always be a requirement for short-term supply cover, and indeed there will always be teachers wishing to work on that basis.

3. DEFINITIONS

3.1 *Fixed-Term Temporary Requirement*

3.1.1 Where the reasons for the temporary requirement and its likely duration are known from the outset, a fixed-term temporary contract of employment will be issued, as soon as possible, specifying entitlement to pay and conditions of service and detailing the expected duration of, and reason for, the appointment.

3.1.2 The use of fixed term temporary appointments may be made in a number of circumstances, including those where the following would apply:

- maternity leave
- parental leave
- adoption leave
- career break
- long-term sickness absence
- secondment
- sabbaticals
- staffing from time limited funding
- pattern of recurrent work

3.1.3 In some exceptional circumstances the duration of a temporary fixed term contract may need to be temporarily extended e.g. recurring sickness or over the period between a substantive postholder moving job to the time of a new appointee taking up post. In those circumstances the temporary postholder, where service has been satisfactory, will be given an extended temporary contract. Temporary contracts will not exceed a period of 23 months, either in one contract or by extension, unless agreed by the Joint Secretaries of Argyll and Bute JSC.

3.2 Terms of Engagement of Short-Term Supply Teachers

3.2.1 In certain limited circumstances, teachers may be offered work on a short term temporary basis, generally with little or no notice, and usually on a short-term temporary basis. In such instances there is no obligation on the Council to provide work or on the teacher to accept the offer of work. 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
- special leave (for example - bereavement leave, jury duty)
- paternity/maternity support leave
- short-term sickness absence
- trade union duties
- Qualifications Scotland duties

3.2.2 Short-term supply teaching is defined as a period of cover teaching for 2 days or fewer.

3.2.3 Where it becomes clear that the need for the temporary replacement is likely to be ongoing or lengthy (beyond 2 days), then the teacher should be issued with a fixed-term temporary contract as described in section 3.1 above.

3.2.4 Argyll and Bute Council will ensure that adequate systems are in place to record the days/hours worked by supply teachers for pay purposes.

3.2.5 Argyll and Bute Council will 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.

4. RECRUITMENT

4.1 Every teacher recruited to undertake work on a fixed-term temporary basis will be appointed in accordance with the guidance contained in Argyll and Bute Council's recruitment procedures.

4.2 Every teacher recruited to undertake work on a supply basis will be appointed in accordance with the guidance contained in Argyll and Bute Council's recruitment procedures and will be placed on the supply register, maintained for these purposes.

5. TRANSFER TO PERMANENT STATUS

5.1 Movement to a permanent post during the school year will be open to temporary teachers through normal application. Temporary teachers should be provided with the same access to information on vacancies for permanent posts as is provided to existing permanent postholders.

5.2 Temporary teachers may apply for a transfer to the permanent staff after they have completed two years of satisfactory service. Transfer in those circumstances would not normally be refused and would be to a full-time or part-time contract required commensurate with the two years of temporary work completed. (two years' service of three days a week would lead to a three-day permanent contract). All transfers to permanent status will comply with employment law.

5.3 Under the Fixed-Term Employees Regulations 2002, temporary staff must normally be made permanent after four years unless there is a clear and objective reason not to do so. Locally, Argyll and Bute Council allows teachers to request permanency after two years of satisfactory service. These arrangements ensure fair treatment while supporting a consistent and transparent approach to managing temporary contracts.

5.4 Fixed-term temporary employees should not be selected for redundancy on the grounds of their employment status. Any selection for redundancy must be

objectively justified.





Signed on behalf of Education Management
Name: Wendy Brownlie
Designation: Joint Chair of JSC
Date: 11/09/2026

Signed on behalf Teachers' Side
Name: Dan Semple
Designation: Joint Chair JSC
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